

Nov. 30, 1895.

THE SOLICITORS' JOURNAL.

[Vol. 40.] 77

MAPLE & CO.

FURNITURE

FOR

BANKS

OFFICES

BOARD

ROOMS

FURNITURE

MAPLE & CO. FIT UP OFFICES,

Board Rooms and Committee Rooms

for Banking, Insurance, and Railway Companies, Solicitors, and others. Being manufacturers on a very large scale, they are able to carry out all such orders in the most expeditious manner, as well as at the smallest cost consistent with good materials and workmanship.

TOTTENHAM COURT ROAD LONDON

MIDLAND RAILWAY HOTELS.

LONDON

MIDLAND GRAND - St. Pancras Station, N.W.

(Within Shilling cab fare of Gray's Inn, Inns of Court, Temple Bar, and Law Courts, &c. Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The New Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.)

LIVERPOOL

ADELPHI - Close to Central (Midland) Station.

MIDLAND - Excellent Restaurant.

LEEDS - QUEEN'S - In Centre of Town.

DERBY - MIDLAND - For Peak of Derbyshire.

MORECAMBE - MIDLAND - Tennis Lawn to Seashore. Golf.

Tariffs on application. WILLIAM TOWLE, Manager Midland Railway Hotels.

IMPORTANT TO SOLICITORS

X In Drawing LEASES or MORTGAGES of
LICENCED PROPERTY X

To see that the Insurance Covenants include a policy covering the risk of

LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED, 24, MOORGATE STREET, LONDON, E.C.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE
PERFECTED
LIFE
OF
ASSURANCE.
AND
SECURE.

TOTAL ASSETS, £2,881,000. INCOME, £334,000.

The Yearly New Business exceeds ONE MILLION.

Assurances in force, TEN MILLIONS.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord Chancellor).

The Hon. Mr. Justice KEKEWICH.

The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

FREDERICK JOHN BLAKE, Esq.

WILLIAM WILLIAMS, Esq.

VOL. XL., No. 5.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 30, 1895.

Contents.

CURRENT TOPICS	77	LORD JAMES ON THE ADMINISTRATION OF JUSTICE IN THE COUNTY PALATINE	87
CONTRACTS BY LOCAL AUTHORITIES	80	LEGAL NEWS	87
THE MEASURE OF DAMAGES FOR BREACH OF COVENANT TO REPAIR	81	COURT PAPERS	88
REVIEWS	82	WINDING UP NOTICES	88
NEW ORDERS, &c.	82	CREDITORS' NOTICES	88
LAW STUDENTS' JOURNAL	86	BANKRUPTCY NOTICES	89

Cases Reported this Week.

In the Solicitors' Journal.

British Wagon Co. v. Gray	83	Carter v. Carter	73
Colonial Securities Trust Co. v. Massey	83	Darling, In re. Farquhar v. Darling	75
Dombey & Sons (Lim.), Re	85	Drax v. Flocks	75
Duffy, Ex parte	86	Goodall, In re. Goodall v. Goodall	76
Hinchliffe (Deceased), Re	82	Lainfoot v. Pocket	76
Murgatroyd v. The Old Silkstone and Dodworth Coal and Iron Co. (Lim.), Ex parte Charlesworth	84	London and General Bank, In re	80
Reg. v. Gaunt	85	Morris v. The Official Assignee of the Estate of E. W. Cooke	85
Reg. v. Jones	85	Peggy v. Neath and District Tramways Co.	78
Simpson v. Mayor, &c., of Godmanchester	84	Rooke v. Dawson	77
Vine v. Raleigh	84	Smith and Hartogs, In re. Ex parte Official Receiver v. Leverton	79
Watson v. The Royal Insurance Co.	82	Williams v. Quebrada Railway, &c., Co. (Limited)	76
Waynes Merthyr Co. (Lim.) v. D. Radford & Co.	85		

In the Weekly Reporter.

CURRENT TOPICS.

MR. JUSTICE ROMER has this week entered upon the hearing of the actions which were recently transferred to him, and, unless there should occur two or three cases of a lengthy description, such as were before him during the last three weeks, he will have made a considerable reduction in his list of actions before the Courts rise for the Vacation.

LORD HERSCHELL is still continuing his assistance on four days in each week in Court of Appeal No. II., in the hearing of Chancery final appeals. The list of those appeals is so far reduced that there is a strong probability that the loss occasioned by the prolonged absence of Lord Justice LINDLEY will not result in any appreciable increase in the number of Chancery final appeals to be carried over to the list of Hilary, 1896.

THE RETIRING pension which Mr. GLOSTER, the late cause clerk, will receive on his retirement has been ascertained by his friends to be insufficient to support him and his family for the remainder of his days. Hence a fund is being raised by his colleagues, and an appeal is being made to members of the profession who do not occupy any official position, but who appreciate his services, and the ready courtesy in the discharge of his duties over a long course of years, which was Mr. GLOSTER's uniform characteristic. Subscriptions may be paid to Mr. HULL, the new Cause Clerk, Room 136, Royal Courts.

THE BENCHERS of the Inns of Court having adopted the report of a joint committee recommending the granting the indispensable £600 a year for the support of the General Council of the Bar; withdrawing the conditions previously proposed, but stipulating that "the Inns of Court do not recognize, and the council of the Bar in accepting it shall not claim, any right to exercise any of the jurisdiction, powers, or privileges of the Inns of Court," a meeting of the Bar was held on Wednesday to consider the benchers' reply; which, together with the conditions, was all but unanimously agreed to. This course was, no doubt, in accordance with common sense, but it affords a somewhat curious contrast to the extensive claims which were originally put forward for the new representative body of the Bar.

By a most unwise and unfortunate act on the part of someone, an account has been sent to the *Times* (obviously derived mainly from the memoranda accompanying the draft Bills) of the general contents of the alternative Bills which, as many of our readers have known for some time, have been, and still are, under consideration by the Council of the Incorporated Law Society. It is hardly necessary to say that these draft Bills were deemed by the Council to be in the nature of confidential documents. They were to be discussed on Friday of this week by the Council with the representatives of the provincial law societies, and until this discussion has taken place, it is impossible to say what will be the contents of the measure to be brought before Parliament. The effect of the publication of the statement in the *Times* will be to represent to the general public (including the members of the Legislature) that the Council of the Incorporated Law Society are hopelessly divided upon the question of even the elementary lines on which legislation should proceed. On the one hand, the memorandum of one Bill is represented as stating that "Mr. WOLSTENHOLME has expressed the opinion that a system of protection in the nature of caveats and inhibitions was absolutely essential to any chance of getting the Bill through the Legislature, and he had worked out a scheme providing for them in sections 13 to 23 of the Bill, to the effect that there should be kept at the office of Land Registry a Register of Cautions and a Register of Inhibitions to be lodged under this Act, and any person requiring a search may apply by post to the registrar to effect the search, and the registrar shall file a certificate and send a copy to the person requiring it by return of post, and such certificate shall be conclusive, will become part of the purchaser's documents of title, and will relieve future dealers with the land from the necessity of making an inquiry in respect of any cautions or inhibitions which may appear on the register against the former owner." And, on the other hand, the President is represented as stating in his memorandum that the draft Bill which is understood to be favoured by the majority of the Council, and which has been drafted by the most eminent living conveyancer, is "not an adequate solution of the present difficulty"; that "the analogy sought to be worked out between stocks and shares, and land, is false and misleading"; and that, "followed to its logical conclusion, it must lead to a registry such as exists with registered stocks and shares, and ultimately to land warrants to bearer"; and, that "the provision that the Land Registrar shall keep a register of this nature will inevitably wreck the measure and strengthen the hands of those who desire a Land Registry Bill like that of last Session." This is no doubt strong language even for a private memorandum, which, so long as it remains private, comes only into the hands of persons acquainted with the circumstances under which the two drafts are put forward, merely as candidates for ultimate adoption in their present or a somewhat modified form. But to the general public, including the members of the Legislature, the effect of the publication of the statement in the *Times* will be to lead to an impression that solicitors cannot agree, and don't want to agree, upon any amendment of the present system of conveyancing.

If we might venture to speak after the plain fashion favoured by the president, we should say that the question has been continuously muddled. The first mistake was in deprecating any resolution at the Liverpool meeting which would fetter the hands of the council. What was really wanted was some resolution which would bind the council to come to a decision and to act on such decision. The second mistake was the feeble course of submitting instructions to Mr. WOLSTENHOLME leaving it to him to consider and prepare such a Bill as he should think best calculated to amend and simplify, and therefore cheapen, conveyancing. This meant, apparently, "we cannot agree, and must leave it to you to do as you think best." The third mistake was, when Mr. WOLSTENHOLME had framed a Bill in accordance with his own views, in permitting a rival Bill to be run. And the fourth mistake was in attempting to keep the matter *secret*. If the council could not agree, the best course would have been, before preparing any Bill, to state the reasons for and against each view, and let them be threshed out in the legal journals

and by the profession at large. We confess we have no great hope of the result. The council appear to us to have in this matter abdicated the position they should hold of deciding on a line of policy and "educating" the profession up to it. Although we recognize the great difficulties which surround the question, we cannot help thinking that they might have been surmounted by a somewhat firmer method of dealing with the matter.

THE CROWN has secured a conviction against BALFOUR on the second indictment that has been tried, and on Thursday BRUCE, J., passed sentence upon him in respect of both indictments, and against BROCK and MORELL THEOBALD in respect of the first indictment. The sentences shew that the judge, in agreement with what has throughout been matter of notoriety, recognized a grave difference between the culpability of the different offenders. As we noticed last week, the charges in the first case related to the conduct of the defendants as directors of the Lands Allotment Co. in making false entries in the books of the company and in circulating false accounts. The interest of the defendants was apparently limited to the receipt of their fees as directors, but the effect of their misrepresentations was to extract from the public large sums of money, the greater part of which were lost when disaster overtook the Balfour companies. For these offences BALFOUR has been sentenced to seven years' penal servitude, and BROCK and THEOBALD respectively to nine and four months' imprisonment, with hard labour. There is no doubt that BROCK acted under the influence of BALFOUR, and THEOBALD, though too late, receded from the company because he disapproved of the policy pursued. In the second case BALFOUR was convicted of appropriating to his own use moneys of the House and Land Investment Trust, a company of which he was chairman. A sum of £20,000 was added to the price of property at Whitehall, purchased by the Trust. A large part of this—probably half—went into BALFOUR's pockets. The matter was arranged by passing the property through Hobbs & Co., and in his explanatory statement BALFOUR attempted to make it appear that whatever he received was in the form of commission voluntarily paid by the directors of that company. But the connection of the various companies was too close, and BALFOUR's influence too preponderant, for the explanation to be accepted. Under more favourable circumstances the money might have been treated as a secret commission, the subject only of civil proceedings. Judged by the surrounding facts, it was a misappropriation of the moneys of the trust. For this fraud BRUCE, J., pronounced a sentence of seven years' penal servitude to follow the former sentence. Here the matter is to end. The Crown will not proceed with the other indictments, which relate, among other things, to the affairs of the Liberator and the House and Land Investment Trust, and this decision is doubtless a wise one. The investigation, so far as it has gone, taken with the previous trials of WRIGHT, HOBBS, and NEWMAN, has revealed quite enough to shew the constitution and management of the various companies. It would be going too far to say that they were altogether fraudulent, but it is clear that they were part of a scheme for BALFOUR's self-aggrandisement, and in pursuance of this scheme he was reckless of the ruin which might fall, and which in the result did fall, upon the multitudes whom he deceived.

THE CASE OF *Re Jeffery, Arnold v. Burt* (44 W. R. 61; 1895, 2 Ch. 577), is a satisfactory close to the unfortunate chapter of litigation that began with *Re Jeffery, Burt v. Arnold* (39 W. R. 234; 1891, 1 Ch. 671), and had the effect of discrediting the maintenance power supplied by section 43 of the Conveyancing Act, 1881. NORTH, J., in the earlier case decided that accumulations of income of a fund, bequeathed to the children of A. attaining twenty-one, belonged to such of them as had attained twenty-one at the time the income accrued, to the exclusion of the others, with the result that, section 43 notwithstanding, the income of the fund could not be resorted to for the infants' maintenance: see *Re Dickson* (33 W. R. 511, 29 Ch. D. 331). The subject did not come up before the Court of Appeal until 1894, when the doctrine of *Re Jeffery, Burt v. Arnold*, was disapproved in *Re Holford* (42 W. R. 563; 1894, 3 Ch. 30),

Nov.
LINDLEY,
curred, an
conception
p. 46).
death, an
ascertain
being lia
Jeffery, A
of the C
Furneaux
which No
while bee
in *Re Wo*
p. 318, per
was asked
in the inc
ance unde
the incom
NORTH, J.
LINDLEY,
authorities
upon the g
of the exist
titled to p
hand, tha
the whole
a conting
other han
persons as
been to de
decision in
was appli

IT NOT
decree ab
in enforci
tenance.
Newton, w
that a man
that case
decree ab
the wife.
£16,000, a
proper sun
It was als
the petition
these circu
tar's repon
the respons
the court.
ordering t
granting t
wanting in
9), where
secure mai
part of his
away with
from so do
counsel of
Newton v. 1
a similar in
no order f
1875, s. 25,
case, did
injunction,
the court o
property m
power of t
reluctance
security ca
Judicature
for him. T
P. D. 68), a
course, com

LINDLEY, L.J., in his judgment, in which LOPEZ, L.J., concurred, saying explicitly that *Re Jeffery* proceeded upon a misconception of the cases, and could not be supported (1894, 3 Ch., p. 46). But in *Re Holford* the class was closed at the testator's death, and the maximum number of shares was consequently ascertained, whereas in *Re Jeffery* this was not so, the class being liable to increase, and the question was raised in *Re Jeffery, Arnold v. Burt*, whether the facts fell within the decision of the Court of Appeal in *Re Holford*. The authority of *Furneaux v. Rucker* (W. N., 1879, p. 135), one of the cases on which NORTH, J., based his first decision in *Re Jeffery*, had meanwhile been annihilated by the criticisms of the Court of Appeal in *Re Woodin* (43 W. R. 615; 1895, 2 Ch. 309): see 1895, 2 Ch., p. 318, *per KAY, L.J.* In *Re Jeffery, Arnold v. Burt*, NORTH, J., was asked to determine whether infants were entitled to share in the income of the fund, and, if they were, to allow maintenance under section 43 out of the contingent shares of infants in the income, and, notwithstanding the distinction in the facts, NORTH, J., decided that the case was governed by *Re Holford*. LINDLEY, L.J., in that case had distinguished the principal authorities relied upon as supporting *Re Jeffery, Burt v. Arnold*, upon the ground that not one of them decided the rights *inter se* of the existing members of a class of persons contingently entitled to property, and had arrived at the conclusion, on the one hand, that there was no sense in saying that one of a class took the whole income in which others of the same class had already a contingent interest which might become absolute, and, on the other hand, that to treat the future possible rights of unborn persons as existing rights, even if only contingent, would have been to depart from sound principles with no sufficient justification, see 1894, 3 Ch., p. 46. NORTH, J., held that this judgment was applicable to the case before him, and treated his first decision in *Re Jeffery* as overruled by *Re Holford*.

PROPERTY can be enforced by attachment. It seems difficult, therefore, for a respondent to evade the effects of an order to secure maintenance when once it has been made.

A POINT of some interest arose in the case of *British Wagon Co. v. Gray* in the Court of Appeal on Monday last. The appeal was by the plaintiffs from a refusal by MATHEW, J., in chambers to give leave to serve the writ of summons on the defendant in Scotland. The plaintiffs were an English company and the defendant a domiciled Scotchman, and the action was to recover the hire of coal wagons let by the plaintiffs to the defendant upon the terms of a written agreement. The agreement did not specify a place for payment, but it was contended (and assumed by the court for the purposes of their decision) that payment was to be at the plaintiffs' office in England. So far, the case appeared to fall exactly within the exception contained in R. S. C., ord. 11, r. 1 (e), which provides, in effect, that the writ in an action for breach within the jurisdiction of a contract which ought to be performed within the jurisdiction may be allowed by the court to be served outside the jurisdiction "unless the defendant is domiciled or ordinarily resident in Scotland or Ireland." There would have been no doubt whatever that no leave for service outside the jurisdiction could be given in the present case had it not been for a clause in the agreement containing the contract:—"This agreement shall in all respects be construed and carried into effect according to the law of England, and for the purposes thereof the tenant (viz., the defendant) hereby submits to the jurisdiction of the High Court of Justice in England." This clause, it was urged, put it within the power of the court to allow service on the defendant, for although domiciled in Scotland he had expressly bound himself to submit to the jurisdiction. Two cases appear to have been cited in support of this contention—*The M. Moxham* (1 P. D. 107) and *Tharsis Sulphur, &c., Co. v. Société des Métaux* (60 L. T. 924)—but neither of them can, on examination, be considered as bearing on the point raised in the present case; and it would be difficult to find an authority for the proposition that parties can by their private contract give jurisdiction to a court in a case in which its own rules expressly declare that it shall have none. Here the rules lay it down that service on a Scotch defendant shall not be allowed in an action for breach of contract. "How," as KAY, L.J., put it, "could the contract give the court power to do that which the rule said that the court could not do?" The appeal was dismissed, and the defendant may be thankful that the English court gives him a greater degree of protection than he seems to have bargained for even in his own contract.

WHAT ARE the functions of the Court of Appeal when deciding on a question of fact, which has already been adjudicated upon by a judge sitting without a jury? If the correctness of the verdict of a jury is in question, then, as is well-known, the court will not order a new trial unless the jury could not, as reasonable men, have arrived at the verdict upon the evidence before them. If, however, the facts have been found by a judge, they may be brought before the Court of Appeal, and *prima facie*, it is for the Court of Appeal to pronounce its own judgment according to the evidence. But where the evidence has been given orally, it is very seldom that the Court of Appeal will interfere. The judge of first instance has the advantage of seeing the witnesses, and he is in a better position than the Court of Appeal to determine on which side is the truth. But where the evidence is in writing, as where it is by affidavit, or where it has been taken on commission, the same consideration does not exist, and the Court of Appeal can, if it chooses, come to a decision quite irrespective of what happened in the court below. Such, however, is not the rule which is adopted. In *Savage v. Adam* (W. N., 1895, 109) it was laid down that where a case tried by a judge without a jury comes to the Court of Appeal, the presumption is that the decision of the court below on the facts was right, and it is for the appellant to displace the presumption. If the case is left in doubt, it is the duty of the Court of Appeal not to disturb the decision of the court below. In *Colonial Securities Trust Co. v.*

Massey the Court of Appeal have reaffirmed this rule, the Master of the Rolls saying that, even where the evidence is not oral, the presumption in favour of the correctness of the original decision applies, although not so strongly as where the evidence is oral. In either case the Court of Appeal does not decide as a purely independent tribunal. The parties have already obtained a judicial decision, and this decision must stand unless the party impugning it can satisfy the Court of Appeal that it is wrong.

THE EQUITABLE jurisdiction of the Mayor's Court was discussed before CHITTY, J., last week on an application to remove an action by *caviliorari*. It was stated on one side that the Mayor's Court always had a jury for equity cases unless specially dispensed with, but it may be doubted whether this large innovation on the old Chancery procedure really exists. The grounds for the application for *caviliorari* were the largeness of the amount, the cumbrous procedure, and the complexity of the questions to be tried. Very little is known about the equity practice. Glyn, Jackson, and Probyn devote about one page, out of 148 pages, to the subject, and refer the reader to the old editions of Daniel and Aylsham's Chancery Practice. It appears that discovery could only be obtained by bill, and that the defendant who wanted to counter-claim would have to file a cross bill. One is inclined to ask in whose interest can this antiquated procedure be kept up?

CONTRACTS BY LOCAL AUTHORITIES.

THE number of local authorities now established throughout England with more or less definite powers of entering into contracts for the purpose of carrying out the duties entrusted to them is so large that it is a matter of serious importance both to "contractors" and to their legal advisers, to have some acquaintance with those provisions of our law which indicate the manner in which these contracts must be expressed. In some cases such contracts are regulated by the ordinary law relating to the contracts of corporate bodies; in others the Legislature has thought fit to require that certain matters shall be definitely provided for in the contract itself; but in all cases there is considerable danger of the contract being wholly bad if the law which governs it be not carefully complied with.

One of the most important rules which govern the contracts of corporations generally is that such a contract must be under seal. "The rule of law is clear," says Lord COLERIDGE, C.J., in *Austin v. Guardians of Bethnal Green* (L. R. 9 C. P. 91), "that *prima facie* and for general purposes a corporation can only contract under seal, for the proper legal mode of authenticating the act of a corporation is by means of its seal"; but he adds that certain exceptions have been grafted on to this rule, and he refers with approval to a passage in *Mayor of Ludlow v. Charlton* (6 M. & W. 815), where it is stated that "wherever to hold the rule applicable would occasion very great inconvenience, or tend to defeat the very object for which the corporation was created, the exception has prevailed; hence the retainer by parol of an inferior servant, the doing of acts very frequently recurring, or too insignificant to be worth the trouble of affixing the common seal, are established exceptions." Numerous cases have been decided in accordance with the principle of the exception so stated: for instance, guardians have been held liable under parol or unsealed contracts for the price of coal supplied to their workhouse (*Nicholson v. Bradfield Union*, L. R. 1 Q. B. 620), and for the supply of iron gates and sanitary conveniences for their workhouse (*Saunders v. St. Neots Union*, 8 Q. B. 810; *Clarke v. Cuckfield Union*, 21 L. J. Q. B. 349); but, on the other hand, a contract under seal has been held necessary in the case of the appointment of a medical officer or master of a workhouse (*Dye v. St. Pancras*, 27 L. T. 342; *Austin v. Bethnal Green*, *ubi sup.*), and in the case of an order for work (such as making a map of the rateable property in a parish) which was not necessarily incident to the duties of a board of guardians (*Paine v. Strand Union* (8 Q. B. 326)). It will be noticed that the cases referred to all relate to the contracts of poor law guardians, and were decided on the general law, and

not under any special enactment dealing with their contracts. The sealing, therefore, is the important point to look to in contracts of local bodies not specially dealt with by statute; and where such contracts are so dealt with, the first requirement of the Legislature usually is that their contracts shall be under seal.

But where the Legislature have dealt with the question at all, they have prescribed several further conditions as to the method of contracting, besides the necessity for affixing the common seal. Before entering into them, it may be as well to indicate (without attempting an exhaustive list) which of the main local authorities are free to contract subject to general principles of law, and which are bound to conform to the requirements of particular statutes. Under the former head come boards of guardians (as we have seen), and also, it would seem, rural district councils (as the successors of the guardians in their capacity of rural sanitary authority), highway boards (where such still exist), public library commissioners, municipal corporations (except when acting as sanitary authorities), and county councils. Among the bodies the form of whose contracts is regulated by statute may be mentioned urban district councils, municipal corporations (when acting as sanitary authorities under the Public Health Acts), burial boards, inspectors under the Lighting and Watching Act, 1833, and commissioners of baths and washhouses. The position of parish councils as to this matter is doubtful: they are a body corporate, but have no common seal (the seal of the chairman and two members being the proper mode of executing an instrument of a parish council where a seal is required). They have, no doubt, certain powers of contracting, and no special provision as to the form of their contracts is contained in the Local Government Act, 1894; but, when acting in execution of the powers of an authority whose contracts are regulated by a particular statute (e.g., when acting as a burial board or as lighting inspectors or baths commissioners), it would seem that they must conform to the requirements of that statute and make their contracts accordingly. The statutory provisions as to the contracts of urban sanitary authorities are contained in section 174 of the Public Health Act, 1875, and they may be taken as an example of the requirements of the Legislature. Similar enactments (with some differences) as to the other bodies enumerated as coming under the second class will be found in the Burial Act, 1852, s. 31, the Lighting and Watching Act, 1833, s. 57, and the Baths and Washhouses Act, 1846, s. 26.

A contract by an urban sanitary authority, the value whereof exceeds £50, must be in writing, and sealed with the common seal; it must specify (1) the work, materials, &c., to be done or supplied; (2) the price to be paid; (3) the time within which the contract is to be performed; and (4) some pecuniary penalty to be paid in case of non-performance. These requirements are imperative, and if the contractor does not see that they are complied with in the contract, he will be unable to recover on the contract. The law on this point has been established by a long series of decisions, from which it is clear that even if the specified works have been executed, the contract is not binding on the local authority if the contract is not in conformity with the provisions of the section. For instance, when a local board employed a builder to perform sewerage works, it was held that he could not maintain an action, although he had executed the works, the contract not being under seal: *Frend v. Donnett* (4 C. B. N. S., 576); and in *Hunt v. Wimbledon Local Board* (4 C. P. D. 48) the Court of Appeal came to a similar decision in respect to a verbal contract to prepare plans for buildings. That case was approved by the House of Lords in *Young v. Mayor of Leamington Spa* (8 App. Cas. 517), where the contract with the plaintiffs had been made by the surveyor of the local authority acting under the authority of resolutions not under seal, and the local authority had had the full benefit of the executed works. A recent case on the point is *British Insulated Wire Co. v. Prescot Urban District Council* (1895, 2 Q. B. 463), in which the contract was under the seal of the district council, but specified no pecuniary penalty for non-performance. Here, again, the plaintiffs had duly performed the contract, but, owing to the absence of a penal provision, they were held (by POLLOCK, B., and WRIGHT, J.) not entitled to recover. An appeal was brought from this decision, but, as

arrangements
penalty
delivered

It appears
of the Pu
sections (1
(1), (2), (3
be disreg
ments in
and (4))
authority
cost of, an
works, an
ments sim
said, in
done before
authority,
mentioned.

It seems
be able (a
they have
from the
probably
there was
repudiation
the Legisla
ratepayer
case laid
validity
contractor
into which
ance with
particular

THE cour
tion of th
payable
relating to
coming in
the curren
on the d
covenant
which it
in which
Hardy (1
the surrou
since the
valuable
to be do
executed
quired.
stance m
and that
was the a
repair or
equally a
that he c
In Joyner
granted a
of the o
covenant
impossibl
failure or
in repair.
down in
bargain.
is a leas
measure
amount w
necessary
in which

Nov. 30, 1895.

arrangement having been made that a new contract with a penalty clause should be entered into, no judgments were delivered by the Lords Justices (1895, 2 Q. B. 538).

It appears clear, therefore, that those provisions of section 174 of the Public Health Act, 1875, which are contained in sub-sections (1) and (2) of that section (and are numbered above (1), (2), (3), and (4)) are mandatory, and should on no account be disregarded, and the same may be said of similar enactments in other statutes. The same section (sub-sections (3) and (4)) contains provisions as to the obtaining by the local authority of estimates and reports from their surveyor as to the cost of, and the best manner of contracting for, the execution of works, and as to advertising for tenders. These (and enactments similar to them) are directory only: as Lord BRAMWELL said, in *Young v. Leamington* (suprd), they are "things to be done before contracts are entered into, and done by the urban authority, the contractor having nothing to do with the matters mentioned."

It seems to be unfortunate that a sanitary authority should be able (and should desire) to repudiate a contract of which they have had the benefit, solely on account of the omission from the contract of one of the prescribed particulars; but probably in the cases where this appears to have been done there was in the background some more substantial ground for repudiation on which no decision was necessary. At all events, the Legislature, for the protection it may be supposed of the ratepayers, and as a safeguard against jobbery, has in certain cases laid down conditions the absence of which is fatal to the validity of a contract with a local authority, and it behoves contractors and their advisers to look closely at any contract into which they propose to enter, and to see that it is in accordance with the statute which regulates the contracts of the particular authority with which they are dealing.

THE MEASURE OF DAMAGES FOR BREACH OF COVENANTS TO REPAIR.

The courts have frequently had under consideration the question of the measure to be applied in ascertaining the damages payable to a lessor upon a breach by a lessee of covenants relating to the repair of the demised buildings. The covenant coming in question may be either the covenant to repair during the currency of the term, or the covenant to yield up in repair on the determination of the term. In the case of the latter covenant it is settled that the measure of damages is the sum which it would take to put the premises into the state of repair in which the tenant is bound to leave them. In *Morgan v. Hardy* (17 Q. B. D. 770) it appeared that, owing to changes in the surrounding property, a house had so far altered in value since the commencement of the lease, that it would be as valuable for letting purposes if some of the repairs which had to be done under the covenant were either omitted or were executed at a cheaper rate than could in strictness be required. Nevertheless, DENMAN, J., held that this circumstance made no difference in the liability of the lessee, and that the measure of damages for breach of the covenant was the amount required to put the premises into the state of repair originally contemplated by the covenant. And the rule equally applies, although the lessor has shewn by his conduct that he does not intend to have the buildings put into repair. In *Joyner v. Weeks* (39 W. R. 583; 1891, 2 Q. B. 31) the lessor granted a new lease of the premises to run from the expiration of the original lease, and the lessee under the new lease covenanted to alter the premises in such a way as to make it impossible that the lessor could actually suffer loss by the failure on the part of the old lessee to deliver up the premises in repair. But the Court of Appeal adopted the law as laid down in *Morgan v. Hardy*, and held the lessee strictly to his bargain. The rule, said Lord ESHER, M.R., is, that where there is a lease with a covenant to leave premises in repair, the measure of damages for the breach of such a covenant is the amount which the landlord proves to be fairly and reasonably necessary in order to put the premises into that state of repair in which he is entitled to have them.

But when the action is brought during the currency of the

term for a breach of the covenant to keep in repair, the measure of damages is no longer the actual cost of putting the buildings in repair. "In estimating the damages," said COLEBRIDGE, J., in *Doe v. Rowlands* (9 C. & P., p. 739), "in cases where the lease has a long time to run, it is not fair to take the amount that would be necessary to put the premises into repair as the measure of damages; for in such cases, when the damages are awarded to the landlord, he is not bound to expend them in repairs, neither can he do so without the tenant's permission to enter on the premises. The true question, therefore, is, To what extent is the reversion injured by the non-repair of the premises?" Thus, as stated by LOPES, L.J., in the recent case of *Ebbets v. Conquest* (44 W. R. 56), the measure of damages for the breach of a covenant to keep in repair during the currency of the term is the loss which is occasioned to the lessor's reversion—a loss that will be greater or less according as the term of the tenant at the time of the breach has a less or greater time to run. And in the same case LINDLEY, L.J., defined the loss to the reversion as the difference in value between the reversion with the covenant performed as it ought to be, and the value of the reversion with the covenant unperformed.

If the reversion is a freehold reversion, it would seem that, since the value is to be taken to be the marketable value, the circumstances may be such that the non-repair of the premises does not affect the value of the reversion. No damage will then be suffered by the lessor, and he will recover nothing against the lessee. But if the reversion is a leasehold reversion, the liability of the lessor to the superior landlord is a material item in the value of the reversion. In *Ebbets v. Conquest* (suprd) a lease of premises, known as the Grecian Theatre, in the City-road, London, was granted for a term of sixty-one years from Michaelmas, 1837. In March, 1851, the lessee granted an underlease for the residue of the term less the last ten days. The underlease contained a covenant to keep the premises in repair, and shewed on the face of it that it was an underlease, and not a lease by a freeholder. The action was brought by the lessee against the underlessee for breach of the covenant to keep in repair, and upon a reference to the official referee the damages were assessed at £1,305. This figure was arrived at by taking the sum which it would cost to put the premises in a proper state of repair, with an allowance for the unexpired term of the underlease. Upon appeal, it was urged for the underlessee that the damages should be based on the depreciation in selling value, and that the premises would be of no value even if they were put in repair. The site was only valuable as a site for new buildings, and the only damage which could ensue from the failure to repair was a diminution in the value of the theatre for pulling down. This diminution was put at £200, which was suggested as the proper amount of damages. But the argument overlooks the liability of the intermediate lessee to his lessor. This was a liability to keep in repair and to yield up in repair, and although his immediate liability under the covenant to keep in repair might be limited in the manner suggested, yet his prospective liability under the covenant to yield up in repair was capable of no such restriction. In due time there would be an absolute liability to pay the full amount necessary for putting the buildings in repair, and this liability was an essential factor in determining the value of the leasehold reversion. Hence the Court of Appeal approved of the principle on which the damages had been assessed by the official referee.

In *Ebbets v. Conquest*, as pointed out above, the underlease shewed its true nature, and therefore the underlessee had notice of the liability under which his immediate lessor stood. It would seem that such notice is necessary to fix the underlessee with liability on the same basis. LINDLEY, L.J., treated the matter as an instance of the application of the rule in *Hadley v. Baxendale* (9 Ex. 341), according to which damages are limited to such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it. But if the lessee has no notice that the lessor is other than the freeholder, he does not contemplate the liability of his lessor to a superior landlord as a consequence of a failure to keep the premises in repair. Hence such liability would not be an

element in determining the damages as against the under-lessee.

REVIEWS.

DIARIES.

SWEET & MAXWELL'S DIARY FOR LAWYERS FOR 1896. Edited by FRANCIS A. STRINGER, of the Central Office, and J. JOHNSON, of the Central Office. Sweet & Maxwell (Limited); Meredith, Ray, & Little, Manchester.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1896 (59 & 60 VICT.). WITH TABLES OF COSTS; NEW STAMP DUTIES; TIME TABLES OF THE COURTS; INDEX TO PRACTICAL STATUTES; PUBLIC STATUTES OF 1895; LEGAL BUSINESS OF THE MONTHS; OATHS IN SUPREME COURT; PROBATE, LEGACY, AND SUCCESSION DUTIES; LEGAL TIME, INTEREST, DISCOUNT, AND OTHER TABLES, &c. By E. LAYMAN, B.A., of the Middle Temple, Esq., Barrister-at-Law. Fiftieth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

WATERLOW BROS. & LAYTON'S LEGAL DIARY AND ALMANACK FOR 1896. CONTAINING A LIST OF STAMP DUTIES FROM 1804 TO THE PRESENT TIME, WITH REGULATIONS AS TO STAMPING AND ALLOWANCE FOR SPOILT STAMPS; A DIARY FOR EVERY DAY IN THE YEAR; SUGGESTIONS ON REGISTERING AND FILING DEEDS AND PAPERS AT PUBLIC OFFICES; TABLE OF SUCCESSION TO REAL AND PERSONAL PROPERTY; PAPERS ON THE PREPARATION OF LEGACY AND SUCCESSION ACCOUNTS AND NOTES AS TO PRELIMINARY, INTERMEDIATE, AND FINAL EXAMINATION OF ARTICLED CLERKS; A LIST OF LAW REPORTS, WITH THEIR ABBREVIATIONS AND DATES; AN INDEX TO THE PUBLIC GENERAL STATUTES, FROM TIME OF HENRY III.; A DIGEST OF THE PUBLIC GENERAL ACTS OF LAST SESSION; LIST OF LONDON AND PROVINCIAL BARRISTERS AND LONDON AND COUNTRY SOLICITORS, WITH APPOINTMENTS, AGENTS, &c. Waterlow Bros. & Layton (Limited).

Messrs. Sweet & Maxwell's Diary for Lawyers is now well known. Its distinctive features are mainly the inclusion of a very complete legal gazetteer and courts directory, by means of which the room occupied by each officer, and the position of such room, in the Royal Courts can be readily ascertained, and elaborate time tables for the Supreme Court, and bankruptcy and the county courts. There is a large amount of additional information, and the diary is on excellent paper, and is succeeded by a cash account, rent register, insurance register, and pages for mortgage interest, capital for investment, capital wanted, and memoranda.

The Lawyer's Companion and Diary celebrates this year its fiftieth annual issue. It appears to be very well kept up to date. In addition to the lists of counsel, solicitors, judges and registrars of county courts, bankruptcy receivers, recorders and clerks of the peace, town clerks and under-sheriffs, we observe a list of clerks to county councils. We regret to observe the chartered accountants included, following the fashion of the *Law List*.

Messrs. Waterlow Bros. & Layton's Legal Diary, like the "Lawyer's Companion," contains lists of counsel and London and country solicitors; and also lists of parliamentary agents, under-sheriffs, recorders, and clerks of the peace and town clerks, besides all other information one looks for in these publications.

BOOKS RECEIVED.

THE PRACTICAL STATUTES OF THE SESSION, 1895 (58 & 59 VICT.). With Introduction, Notes, Tables of Statutes Repealed and Subjects altered, Lists of Local and Personal and Private Acts, and a Copious Index. Edited By JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

THE BUILDERS OF OUR LAW DURING THE REIGN OF QUEEN VICTORIA. By EDWARD MANSON, Barrister-at-Law. Horace Cox.

NEW ORDERS, &c.

THE RAILWAY AND CANAL TRAFFIC ACTS, 1888 TO 1894.

Whereas by section 1, sub-section 5, of the Railway and Canal Traffic Act, 1894, it is enacted that in the case of any rate or charge increased before the passing of that Act, section 12 of the Railway and Canal Traffic Act, 1888, shall have effect as if six months after the passing of the first Act above mentioned were substituted for the limit of one year in the said last section mentioned, and that the Board of Trade may, if they think fit, extend the said period of six months with respect to any complaints made to them during that period.

And whereas, by an order dated the 22nd day of February, 1895,

made pursuant to the powers conferred upon them by the provision of the section above recited, the Board of Trade thereby extended the period of six months in the sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the date thereof or for such further time as the Board of Trade might thereafter allow.

And whereas, pursuant to the above-mentioned order and the said sub-section therein referred to, the Board of Trade did, by order dated the 21st day of May, 1895, extend the period of six months in the said sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the said 21st May, 1895, or for such further time as the Board of Trade might thereafter allow.

And whereas, pursuant to the last-mentioned order and the said sub-section therein referred to, the Board of Trade did, by order dated the 20th day of August, 1895, extend the period of the six months in the said sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the said 20th day of August, 1895, or for such further time as the Board of Trade might thereafter allow.

Pursuant to the said last recited Order and the said sub-section referred to, the Board of Trade do, with respect to all complaints made to them during the period of six months in the said sub-section mentioned, hereby extend the said period for a further period of three months from the date hereof or for such further time as the Board of Trade may hereafter allow.

Signed by order of the Board of Trade this 19th day of November, 1895.

COURTENAY BOYLE,
Secretary, Board of Trade.

CASES OF THE WEEK.

Lunacy.

RE HINCHLIFFE (Deceased)—No. 2, 20th November.

LUNACY—JURISDICTION OF MASTER TO ALLOW ACTION TO BE COMMENCED IN NAME OF LUNATIC—LUNACY ACT, 1891 (54 & 55 VICT. c. 65), s. 27 (1).

A testator by his will, made in 1852, gave certain legacies to his five daughters, and the residue of his estate to trustees upon trust for his said daughters. Two of them have since died, and one has been found a lunatic. The other two, not being satisfied with the administration of the trust funds, on the advice of counsel, commenced an action against the trustees for breach of trust, joining the lunatic as a co-plaintiff by leave of the Master in Lunacy. The lunatic afterwards died, and the executor of a will, made by her during her sanity, was added as a co-plaintiff. At the trial of the action the charge of breach of trust against the trustees was withdrawn, accounts were ordered, and the trustees' costs were ordered to be paid out of the estate. The executor of the lunatic objected to any part of the costs occasioned by the improper charge of breach of trust coming out of the lunatic's estate, and also objected that the Master in Lunacy had no jurisdiction to allow an action to be brought in the name of the lunatic without the consent of the judge in lunacy. He appealed from the master to Lindley, L.J., who referred the matter to the court. He referred to Pope on Lunacy (2nd ed. pp. 34, 322). Section 27 (1) of the Lunacy Act, 1891, is as follows: "Subject to rules in lunacy the jurisdiction of the judge in lunacy as regards administration and management may be exercised by the masters, and every order of a master in that behalf shall take effect unless annulled or varied by the judge in lunacy."

THE COURT (A. L. SMITH and RIGBY, L.J.) refused the application.

RIGBY, L.J., in the course of his judgment, said that there was no hard and fast rule that the committee of a lunatic should take directions. When real occasion arose for confirming what the master had done, an application for that purpose was made under the old practice. The new practice under the Lunacy Act, 1891, made the proceedings by the master effective, unless they were overruled by the judge. Formerly they were ineffective until affirmed by the judge. Appeal dismissed.—COUNSEL, *Henry Terrell; Vernon Smith, Q.C., and Willis Bund, SOLICITORS, Frith Needham; Kennedy, Hughes, & Kennedy, for Colmore & Monckton, Birmingham.*

(Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.)

Court of Appeal.

WATSON v. THE ROYAL INSURANCE CO.—No. 1, 19th November.

REVENUE—INCOME TAX—DEDUCTION—5 & 6 VICT. c. 35, SCHEDULE D, s. 100—CASES 1 AND 2, RULE 1.

The Divisional Court, consisting of Vaughan Williams, J., and Wright, J., before whom this revenue appeal came, disagreed. Vaughan Williams, J., deciding that he could not give a decision unless the case were remitted for further facts to be found, while Wright, J., decided in favour of the Crown. Wright, J., withdrew his judgment, and Vaughan Williams, J., ordered the case to be remitted, and the Crown now appealed against the order of Vaughan Williams, J. The

Nov. 30, 1895.

THE SOLICITORS' JOURNAL.

[Vol. 40.] 83

provision ended the respect to a further time the said by order months in the month the Board the said by order of the six all com period of for such b-section complaints b-section period of me as the November Trade.

ENCED IN . 27 (1). His said found a ration of a against plaintiff by , and the as a co- against fees costs the lunatic charge of noted that brought no hard rections. done, an The new by the rly they issed. — Bund. inore &

tion. no hard rections. done, an The new by the rly they issed. — Bund. inore &

., and Vaughan the case decided t, and The

question was whether the insurance company, in estimating their profits for the year 1892-3 for the purpose of paying of income tax, could properly deduct a sum of £55,846, paid by them under the following circumstances:—The Royal Insurance Co., in an agreement, whereby they took over the business of the Queen Insurance Co., agreed to take into their service the late manager of the Queen Insurance Co., at a salary of £4,000 a year, and, further, undertook that, if at any time they should elect to dispense with his services, they would pay him a sum in commutation of his salary, calculated according to the Queen annuity tables applicable to his then age, the manager undertaking not to enter into the service of any other insurance company. Shortly after the business of the Queen Insurance Co. was taken over, the directors of the Royal Insurance Co. decided not to retain the Queen Insurance Co.'s manager, and they paid him the sum of £55,846, on the basis indicated by the agreement. This sum they claimed to deduct from their profits for the year. Schedule D, case 1, rule 1, is as follows:—“The duty to be charged in respect thereof, shall be computed on a sum not less than the full amount of the balance of profits or gains of such trade, manufacture, adventure, or concern upon a fair and just average of three years.” Rule 1 of the rules applying to cases 1 and 2 provides that “in estimating the balance of the profits or gains . . . no sum shall be set against or deducted from such profits or gains for any disbursements or expenses whatever, not being money wholly and exclusively laid out or expended for the purposes of the trade, manufacture, adventure, or concern.” The contention on behalf of the Crown was, that the sum paid to the managers was not money paid for the purpose of earning the profit of the year, but was really part of the price paid for the business of the Queen Insurance Co: *City of London Contract Corporation v. Styles* (2 T. C. 239) was cited. For the company, on the other hand, it was said that, in view of the arrangement by which the manager came into the employment of the company, the sum paid in commutation of his salary was really the price paid for his services: *Gresham Life Assurance Society v. Styles* (25 Q. B. D. 351) and *Dillon v. Corporation of Haverfordwest* (1891, 1 Q. B. 575) were cited.

THE COURT (Lord ESHER, M.R., LOPEZ and KAY, L.J.J.) allowed the appeal.

Lord ESHER, M.R., said that the Act dealt with profits in a trade earned on an average of three years. That is to say, not profits earned in fifty years. How was that amount which was to be taxed to be ascertained? It was to be ascertained according to the rules laid down by the Act, and not according to rules which a tradesman might adopt, or a partnership. In ascertaining the amount deductions were to be made only as the Act directed. There must be an account with two sides to it—on the one side the gross earnings, and on the other, deductions or disbursements. And these disbursements were not to include “any disbursements whatever, not wholly and exclusively laid out for the purposes of the trade.” They had to put a construction on those words. They seemed to him to mean disbursements not wholly and exclusively laid out for the purpose of earning the profits which were to be the subject-matter of taxation—that was, the average profit in three years. In the case before them it was doubtful whether the disbursement was a part of the purchase-money of the Queen business. The arrangement really was an undertaking by the Royal Insurance Co. to enter into a contract with the manager of the Queen Insurance Co. to take him into their service, on the terms that if they dismissed him he was to receive a lump sum. This they determined to do, but the obligation to the Queen Insurance Co. had already been fulfilled. They had paid the price, and the case could be looked on as if the Queen Insurance Co. had never existed. Under such a contract the salary would be payment for his services, and could properly be deducted. But when they dismissed him it could not be said that a sum paid to him then could be a disbursement for services which went to earn the profits which were the subject-matter of taxation. It was a payment made to get rid of him. On the true construction of the rule this money could not be brought into the computation of the sum on which the company were to be taxed.

LOPES, L.J., after stating the facts, said that it was necessary to shew that the sum was expended for the purposes of the trade—that is to say, purposes contributing to the earning of the profit and reducing its amount. This sum was paid, not to earn the profits, but in order to get rid of the manager. He added that he looked on the money as part of the price paid in respect of the acquisition of the concern.

KAY, L.J., said that it was part of the contract that when the employment of the manager terminated he was to be bound not to act for any other insurance company at all. That was an important point for consideration. The question was whether this deduction was a deduction allowed by the Income Tax Acts. That Act did not use the word “profits” in the same way as a tradesman would use it in ascertaining how he stood at the end of the year. Looking at the third rule it was clear that “profits” was not used in the ordinary sense. The truth was that only certain deductions were allowed, and in order that any deduction should be allowed it must come within the meaning of the rule that it should be money “wholly and exclusively laid out for the purposes of the trade,” &c. The question was whether this money was so expended. It was expended in order that the company might dispense with the services of the manager. That could not be said to be for the purposes of the trade. If the company had dismissed the manager on the ground that they were not satisfied with him and had taken another manager into their service, the salary of the second manager would be a proper deduction, but to deduct also a lump sum paid to the old manager would be to make a double deduction for the same thing. Further, the money could not be said to be paid for services if the company had dismissed the manager at once, as they had the right to do, and never employed him at all. The argument that this money was money laid out for the purposes of the trade, because it was money agreed by an antecedent bargain to be paid

in consideration for the manager undertaking not to enter any other service, was not sound, for if a manager employed under no such agreement were to give up his employment and the company were then to pay him a lump sum not to do business for any other company, it could not be contended that that payment would be a proper deduction, and the distinction between an ordinary manager and one employed under an antecedent bargain was altogether too fine. The deduction was one, therefore, that ought not to have been made.—COUNSEL, Sir R. B. FINLAY, S.G., and DANCKWERTS; Joseph WALTON, Q.C., A. HYSLOP, MAXWELL, and HORSEFALL, SOLICITORS, *The Solicitor of Inland Revenue*; G. L. P. EYRE & CO., for GARNETT, TARbett, & CO.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

BRITISH WAGON CO. v. GRAY—No. 1, 25th November.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—DEFENDANT DOMICILED IN SCOTLAND—AGREEMENT TO SUBMIT TO JURISDICTION—R. S. C., 1883, ORD. 11, R. 1 (e).

Application, *ex parte*, for leave to serve the writ of summons upon the defendant in Scotland. By an agreement in writing, the plaintiffs, who were a company having their registered office in England, let at a rent to the defendant, who was domiciled in Scotland, certain coal wagons. The agreement contained a clause that “this agreement shall, in all respects, be construed and carried into effect according to the law of England, and for the purposes thereof the tenant” (the defendant) “hereby submits to the jurisdiction of the High Court of Justice in England.” Certain instalments of the rent having become due, the plaintiffs applied at chambers for leave to serve the writ on the defendant in Scotland, contending that the first part of the rule applied as the payment was to be made where the creditors lived, no special place of payment being mentioned in the agreement, and that the latter part of the rule did not apply as the parties had contracted to give the court here jurisdiction: *The Mexham* (24 W. R. 650, 1 P. D. 107), *Tharsis Sulphur Co. v. Société des Métaux* (38 W. R. 78), were referred to. Mathew, J., refused to give leave. The plaintiff applied to the Court of Appeal for leave. By ord. 11, r. 1 (e): Service out of the jurisdiction of a writ of summons may be allowed where “the action is founded on any breach within the jurisdiction of any contract, wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction, unless the defendant is domiciled or ordinarily resident in Scotland or Ireland.”

THE COURT (Lord ESHER M.R., and LOPES and KAY, L.J.J.) dismissed the application.

Lord ESHER, M.R., said that the application was to allow service of the writ in Scotland on a person who was domiciled and resident there. It was clear that the case came within the very terms of ord. 11, r. 1 (e). The action was founded on an alleged breach of the contract within the jurisdiction, and the defendant was domiciled or ordinarily resident in Scotland. The rule prohibited the court from ordering service of the writ out of the jurisdiction on a defendant domiciled or ordinarily resident in Scotland. The question of the service of the writ was a question of jurisdiction. Therefore, the court had no jurisdiction to order service out of the jurisdiction on a defendant domiciled in Scotland. But it was contended that the defendant had contracted that the court might order service of the writ upon him in Scotland. That contention amounted to this, that the parties had contracted to give the court jurisdiction, though the rule said that it was not to have jurisdiction. The first answer to that contention was that the contract did not so provide. But he would not place his judgment upon that ground. He would assume, as Mathew, J., had assumed, that the parties had contracted to give the court jurisdiction to order service on the defendant in Scotland. In his opinion such a contract was of no avail, and, notwithstanding any such contract, the court had no power to order service out of the jurisdiction, when it was forbidden by the rules to order such service. The two cases cited in support of the applicant's contention were not in point. In *The Mexham* the parties appeared, and the only question was by what law the case was to be determined. In *Tharsis Sulphur Co. v. Société des Métaux* the decision was that service on a person in this country appointed by a foreigner to accept service for him was good service. No question of jurisdiction was raised. In the present case he based his decision upon the ground that the court was forbidden by the rule from exercising jurisdiction, and it would take no notice of any contract purporting to give it jurisdiction.

LOPES and KAY, L.J.J., concurred.—COUNSEL, T. W. CHITTY. SOLICITORS BELL, BRODRICK, & CO.

[Reported by W. F. BARRY, Barrister-at-Law.]

COLONIAL SECURITIES TRUST CO. v. MASSEY—No. 1, 21st November.

PRACTICE—APPEAL—TRIAL WITHOUT JURY—DECISION ON FACTS—RULE OF CONDUCT OF COURT—REHEARING.

Appeal of the defendant from the judgment of Day, J., at the trial of the action without a jury. The judgment of Day, J., was upon a question of fact. The evidence at the trial consisted of evidence taken on commission and evidence of witnesses called at the trial, the material evidence being that taken on commission.

Lord ESHER, M.R., said that the first question was, what was the rule of conduct of the court when hearing appeals on questions of fact from the judgment of a judge sitting without a jury. It must be founded on the rule of conduct of the old Court of Appeal in Chancery, where the appeal was called a rehearing. At common law no such thing as a rehearing was known. The Court of Appeal in Chancery acted on this rule of conduct, that they would not allow the appeal unless they were satisfied that the judge was wrong. If they were left in doubt, they said that the appellant, on whom the burden of proof rested, had not satisfied them that the judge was wrong, and dismissed the appeal. If the judge

had the witnesses before him, the court would be more disinclined to set aside his judgment than if the witnesses were not called before him, because in the former case he would be the better judge as to their credibility. But still in the latter case the same rule would apply, though not so strongly, and this court would not reverse the judge's decision unless they thought that it was wrong. That rule of conduct seemed to him to be well expressed by Lopes, L.J., in *Savage v. Adam* (W.N.; 1895, p. 109), "Where a case tried by a judge without a jury comes to the Court of Appeal, the presumption is that the decision of the court below on the facts was right, and that presumption must be displaced by the appellant. If he satisfactorily makes out that the judge below was wrong, then, inasmuch as the appeal is in the nature of a rehearing, the decision should be reversed; if the case is left in doubt, it is clearly the duty of the Court of Appeal not to disturb the decision of the court below." His lordship then reviewed the evidence, and came to the conclusion that the appeal should be dismissed.

LOPES, L.J., concurred. He entirely adhered to what he had said in *Savage v. Adam* as to an appeal on the facts from the decision of a judge.

KAY, L.J., dissented. In the present case some of the witnesses were examined at the trial, but the case did not depend upon their evidence at all, but on the evidence of witnesses taken on commission. This court was now placed in the position of rehearing the case, and as far as the evidence consisted of evidence taken on commission it had the same means of judging of it as the learned judge below, so as to see whether it differed from him, and if it did it must pronounce the judgment which it thought he ought to have pronounced. This court must try the case for itself. He quite agreed that in a case of difficulty and doubt the court must give full weight to the decision of the judge. But he conceived it to be the duty of the Court of Appeal to try the case itself and to give the judgment which it thought ought to be given. His lordship then reviewed the evidence, and in conclusion said that, while in the case of such doubt and difficulty, he attached great weight to the decision of the learned judge, he himself had arrived at an opposite conclusion, and he felt bound to state it.—COUNSEL, Bompas, Q.C., and T. W. Chitty; C. A. Cripps, Q.C., Edward Pollock, and P. Rose-Innes. SOLICITORS, Bompas, Bischoff, Dodgson, Coxe, & Co.; Ingle Holmes & Son.

[Reported by W. F. BARRY, Barrister-at-Law.]

SIMPSON v. MAYOR, &c., OF GODMANCHESTER—No. 2, 21st November. EASEMENT—PRESCRIPTION—USER—PRESUMPTION IN LAW OF LOST GRANT.

This was an appeal from a decision of Wright, J. The plaintiff was the owner and occupier of three locks on the River Ouse, known as Godmanchester, Houghton, and Hemingford locks, and also held certain navigation and other rights over that part of the River Ouse where the locks were situate. The defendants claimed the right to open the lock gates at all times when the river was in flood, and alleged that they had exercised this right from time immemorial. In 1689 one moiety of the navigation and all rights under various charters and Acts had become vested in one Henry Ashley. In the same year, by an indenture made between the bailiffs, assistants, and commonalty of Godmanchester of the one part, and Henry Ashley of the other part, it was agreed (*inter alia*) "that it should be lawful to and for the miller of the said Godmanchester mills for the time being, and in his default or omission for such person or persons, officer or officers, as should be therupon appointed by the bailiffs of Godmanchester for the time being, for ever thereafter, upon any likelihood or appearance of any flood or outrage of water, to set open, and keep open, or else to take off the gates of the aforesaid sluices, and also all the gates of the sluices in or near the Milnes at or near Houghton, and also the gates of the sluices in or near the Milnes at or near Hemingford Grey in the said county of Huntingdon, and lay them upon the land by the side of the said sluices until the waters should be fallen and the floods well abated." The defendants based their right on an easement to cause the waters of the River Ouse to pass through the sluices or locks in time of flood for the benefit of the borough of Godmanchester, and as a protection for the lands and the occupiers thereof. The easement was claimed under 2 & 3 Will. 4, c. 71, and under the deed of 1689, or under some lost grant. The plaintiff denied the existence of any right, said that the sluice gates had only been opened by permission of the lock-owner, and claimed an injunction to restrain the defendants from interfering with the locks. Wright, J., refused the injunction. The plaintiff appealed, and urged that there was no easement in this case known to the law; there could be no presumption of a lost grant in face of the deed of 1689.

The Court (Lord HERSCHELL, and A. L. SMITH and RORY, L.J.J.) dismissed the appeal.

Lord HERSCHELL was of opinion that the decision of the learned judge ought to be affirmed. So far back as living memory went—and there was ground for inferring that for a period anterior to living memory—the Corporation of Godmanchester had exercised the right in times of flood of raising certain sluices or locks which now belonged to the plaintiff, who had recently become owner of the navigation upon which the locks or sluices were situate. The plaintiff came into court for an injunction to restrain the corporation from exercising this alleged right, and he asserted that the defendants had no such right. The law on this subject had been laid down in *Philips v. Halliday* (1891, A. C. 228, at p. 231, 39 W. R. Dig. 81), in terms which were concurred in by the House of Lords as follows:—"Where there has been a long-continued possession in assertion of a right, it is a well-settled principle of English law that the right should be presumed to have had a legal origin if such a legal origin was possible, and that the courts will presume that those acts were done and those circumstances existed which were necessary to the creation of a valid title." The question, therefore, was, Could the corporation have acquired the right to

open the sluice gates in any valid, lawful manner? That question admitted of only one answer. Mr. Simpson said they could not, because it was not an easement and was not a right which the law could recognize as having a legal origin. But in his lordship's opinion it was an easement within the definition contained in the first chapter of "Gale on Easements," which was a perfectly correct definition. Easements were of various characters, and it was a fallacy to suppose that in order to establish the existence of an easement it must be brought within some particular class of easements which had been previously recognized. Where a land-owner granted to another the right to do something on his land for the benefit of the land of the grantee, that, *prima facie*, was an easement, and the right here claimed by the corporation fell within that general principle. It was said that there was here no evidence to shew how the right came into existence, but if the corporation were the owners and occupiers of lands which could be affected by the fact of the sluices being open or shut, then those lands might be regarded as the dominant tenements in respect to which that easement was granted by the owner of the servient tenement, and it would be presumed that the grant was made in respect of such tenements as would be affected by the exercise of the right claimed.

Then it was objected that in some cases the corporation were the owners but not the occupiers of the land. But that was not material, as there was no difficulty in supposing that the corporation could exercise the right for the benefit of their tenants; the tenement was benefited by the act done, whether the owner did it or the occupier did it. Therefore, apart from any deed or grant on the clearest principles of law, this alleged right was capable of a legal origin and must be presumed to have had a legal origin. But, further, his lordship was not satisfied that the right could not be rested upon the grant of 1689 coupled with a lost grant which seemed to be every reason for presuming. His lordship referred to the deed, and said that, upon the true construction of that deed it amounted to the grant of an easement to the corporation as owners of the Godmanchester mills. There was no difficulty in granting to the owners of the mills the right to open the sluices or locks now in question. But it was said that at the date of the grant Ashley was owner only of an undivided moiety of the two sluices other than Godmanchester; but, assuming that the right could not be rested on this deed alone, the owners of the other undivided moiety insisted that the purchase of the Godmanchester sluices was to be taken to have been made on their behalf as well as on behalf of Ashley, and the court so held. Obviously, therefore, they could not take the benefit of this deed without also submitting to the burdens, and, if a grant was necessary to complete the defendants' title, a grant ought to be presumed, having regard to the lengthened period of the user. Therefore, it was immaterial to consider whether the user was referable to the deed of 1689 or not, since in either case there was a legal foundation upon which the claim could be rested, and to which effect ought to be given in accordance with well-established principles. The appeal ought to be dismissed.

A. L. SMITH and RIGBY, L.J.J., concurred. Appeal dismissed.—COUNSEL, K. R. Simpson; Crackanthurp, Q.C., and Method. SOLICITORS, Battin, Profit, & Scott; Grubbe & Co., for Hunnybun & Sons, Huntingdon.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

MURGATROYD v. THE OLD SILKSTONE AND DODWORTH COAL AND IRON CO. (LIM.), *Ex parte* CHARLESWORTH—Chitty, J., 21st November.

LANDLORD AND TENANT—AGREEMENT FOR LEASE OF COLLIERIES TO TENANTS IN POSSESSION—ACTION FOR SPECIFIC PERFORMANCE—ORDER TO GIVE UP POSSESSION—RIGHT TO DISTRAIN FOR ARREARS OF RENT—ENTRY BY LANDLORD UNDER ORDER, EFFECT OF.

Summons. This was an application by the Messrs. Charlesworth as intending lessors, and the defendant company as intending tenants, under an agreement of the 5th of April, 1892, for a lease of a colliery. At the time of the contract the defendant company were in possession and working the colliery as underlessees, their lessors holding leases from the said plaintiffs with but a short time to run. They were a lease of March, 1874, expiring at the end of 1893, and another of October, 1883, expiring in May, 1893. The substance of the agreement was that the company were to have a lease of the colliery for fifteen years from the 3rd of May, 1892, at certain annual rents, the minimum rent being £1,200, and on certain payments being made the original lessees were to be released from their obligations to the lessors. The company were to possess all rights and to undertake all obligations under the then existing leases from the date of such release. The original lessees were released from their obligations under their leases on the 28th of May, 1892. The company's property and interest under the contract were subject to an equitable charge thereon created by debentures. In March, 1893, the company ceased working. In June, 1893, the company went into liquidation, and in the same month a receiver was appointed in the above action, which was a debenture-holders' action, and took possession of the mines and the company's effects. The applicants brought an action for specific performance of the agreement of lease, and in January, 1894, an order was made for the company to pay certain sums for arrears of rent, and in default of such payment for delivery of possession to the applicants: see 38 SOLICITORS' JOURNAL, 216. A portion of the arrears was paid, but, default being made as to the remainder, the receiver, in October, 1894, duly gave up possession of the mines. A summons was taken out by the applicants for payment of the arrears or leave to distrain. The summons stood over from time to time, and proceedings in the specific performance action were also suspended, negotiations for transfer of the agreement of lease being

stated to be p
application for
the question f
cumstances, t
respect of the
distraint were
Walsh v. Lons

CHITTY, J.,
to the action
right hereafter
contract. The
plaintiffs had
founded on the
George Jessel
ment for a le
in *Luther v.*
On the streng
and tenant st
lees in posse
the agreemen
goods of a
entitled to di
and in the u
action. Now
Judicature. A
whether a la
himself dist
certainly wo
He would h
possession of
The question
thoroughly u
action. By
right founde
a lease bein
sale and pur
obtained an
relation of la
end to the te
tenant, and t
not as land
security for
the vendors
possession;
would elect i
they were en
the applican
purchasers, t
they had ta
of *Walsh v.*
delivered in
Farwell, Q.
Kerslaw, &

WAYNES M

PRACTICE—
APPLICATION
DISCOVERY

This was
made in ch
ticular acc
the defend
defence and
the applica
said applica
by directin
twenty-one
documents,
application
discovery s
The action,
coal alleg
who were o
colliery. T
lars before
particular

CHITTY, J.
practices co
tending to
order for p
the defend
order to e
tended to t
the judgm
1893, 2 Q.
discovery i

stated to be pending. The summons now coming on for hearing, the application for payment of arrears of rent was treated as abandoned, and the question for the decision of the court was whether, under these circumstances, the applicants were entitled to distrain on the premises in respect of these arrears. It was admitted that the goods sought to be distrained were the property of the debenture-holders. For the applicants *Walsh v. Lonsdale* (31 W. R. 109, 21 Ch. D. 9), was relied on.

CHITTY, J., said that, so far as he could see, the company had no defence to the action for specific performance, and the plaintiffs would have a right hereafter to an order for specific performance or for rescission of the contract. The question was whether, under these circumstances, the plaintiffs had a right to distrain. He was not asked to give leave to distrain, but to decide the question of right. The plaintiffs' argument was founded on the decision of the Court of Appeal in *Walsh v. Lonsdale*. Sir George Jeasel in that case treated a person in possession under an agreement for a lease capable of specific performance as being a lessee in equity for the term comprised in the agreement. That view had been approved in *Lowther v. Heaven* (37 W. R. 465, 41 Ch. D. 248) in the Court of Appeal. On the strength of these cases it was argued that the relation of landlord and tenant still subsisted here, and the company were still to be treated as lessees in possession by virtue of the agreement, or as entitled thereto by the agreement. By the law of distress distraint could be made on the goods of a stranger, and the applicants' counsel said that they were entitled to distrain on goods admitted to belong to the debenture-holders and in the virtual possession of the receiver in the debenture-holders' action. Now, if a common law lawyer had been asked before the Judicature Acts, or even since the passing of those Acts, the question whether a landlord, himself in possession of demised premises, could himself distrain on goods of a stranger on those premises, he certainly would have been puzzled to know what answer to give. He would have wanted to know how a landlord could have been in possession of the demised premises when a tenancy was still existing. The question raised in the present summons was to be determined by thoroughly understanding the order obtained in the specific performance action. By taking that order the applicants had asserted an equitable right founded on the relation of vendor and purchaser—an agreement for a lease being in a specific performance action regarded as an agreement of sale and purchase—and they had insisted on an equitable right, and obtained an equitable remedy inconsistent with the continuance of the relation of landlord and tenant. A lawful re-entry by a landlord put an end to the term. This order had suspended the relation of landlord and tenant, and the vendor-landlords were now in possession as vendors and not as landlords. The order obtained was not final, but by way of security for the purchase-money—namely, the rent. It might be that the vendors would, if they elected to take a judgment for specific performance, have ultimately to restore to the purchaser-tenants the possession; it might be, and it would seem to be more probable, that they would elect to rescind the contract. Having insisted on the right to which they were entitled in their character of vendors, it appeared to him that the applicants had elected for the present to treat the company as purchasers, and it would be inconsistent with their position and the benefit they had taken to allow them to turn round and insist on the application of *Walsh v. Lonsdale* to a case not within the purview of the judgments delivered in that case. For these reasons the summons failed.—COUNSEL, *Farwell, Q.C., and MacSwirriny; Levett, Q.C., and O. Leigh Clare, Solicitors, Prior, Church, & Adams, for Bury & Walker, Barnsley; Grundy, Kershaw, & Co.*

[Reported by J. H. WALBY, Barrister-at-Law.]

WAYNES MERTHYR CO. (LIM.) v. D. RADFORD & CO.—Chitty, J., 22nd November.

PRACTICE—PARTICULARS, APPLICATION BY DEFENDANTS FOR—DISCOVERY, APPLICATION BY PLAINTIFFS FOR—FRAUD—DISCRETION OF COURT TO ORDER DISCOVERY BEFORE PARTICULARS.

This was a motion on behalf of the plaintiffs (1) to discharge an order made in chambers of the 11th of November for the plaintiffs to give particulars according to the application of the defendants, and to adjourn the defendants' application for particulars until after the delivery of their defence and discovery and production of documents by them according to the application of the plaintiffs, which was heard at the same time as the said application of the defendants, or in the alternative to vary the order by directing that the particulars ordered should not be delivered until twenty-one days after the filing by the defendants of their affidavit of documents, and (2) to vary the order in chambers of the same date on the application of the plaintiffs for discovery by omitting the direction that discovery should not be given until after delivery by them of particulars. The action, which was for an injunction and damages, was in respect of coal alleged to have been fraudulently supplied and sold by the defendants, who were coal merchants, to their customers as coal from the plaintiffs' colliery. The question was whether the plaintiffs should deliver particulars before discovery, or whether discovery should be made before delivery of particulars: See Annual Practice for 1896, p. 613.

CHITTY, J., said that the statement of claim gave two instances of the practices complained of. The plaintiffs stated that they had information tending to support their case but could not substantially comply with the order for particulars. The particulars would be illusory, and they feared the defendants alleging non-compliance with the order for particulars in order to evade giving discovery. The defendants avowed that they intended to take up this position. Their argument was founded chiefly on the judgment of Kay, L.J., in *Zieremberg v. Labouchere* (41 W. R. 675; 1893, 2 Q. B. 183), and was to the effect that particulars should precede discovery in all cases except those where there was a fiduciary relation be-

tween the parties. His lordship could not deduce that from the judgment. In his opinion there was no such general rule, and the judge must exercise his discretion in every case according to the circumstances. It could not be said that the plaintiffs here had presented a fishing case. The defendants had admitted the two particular instances, and excused them as the unauthorized acts of a clerk. By a careful examination of their books they had the means of discovering whether any similar frauds had been committed by a clerk. Having regard to the admitted facts, his lordship thought that for the purposes of effecting justice the order ought to be varied by directing discovery to precede delivery of particulars. Leave to appeal refused.—COUNSEL, *Byrne, Q.C., and Dare; Farwell, Q.C., and Younger. SOLICITORS, Heath, Parker, & Brett; Radford & Frankland.*

[Reported by J. F. WALBY, Barrister-at-Law.]

VINE v. RALEIGH—Chitty, J., 27th November.

WILL—ACT OF PARLIAMENT—SETTLEMENT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2, SUB-SECTIONS 1-5; s. 58, SUB-SECTION 5—THELLUSSON ACT (39 & 40 GEO. III., c. 98).

This was an application to determine whether the executors of a deceased next of kin, who, together with the surviving next of kin, were under the joint operation of a will and the Thellusson Act, entitled, for the life of another, to receive the rents of property, had jointly, with such surviving next of kin, the powers of a tenant for life under the Settled Land Act, 1882, or not.

CHITTY, J., held that the words "Act of Parliament" in section 2, subsection 1, of the Settled Land Act, 1882, were not confined to private Acts of Parliament dealing with specific property, but included general Acts such as the Thellusson Act, and, therefore, that the question must be answered in the affirmative.—COUNSEL, *Byrne, Q.C., and Wace; Levett, Q.C., and S. Dickinson; Farwell, Q.C., and Yate Lee. SOLICITORS, Paterson, Snow, Bloxam, & Kinder; Petch & Smurthwaite; Peacock & Goddard.*

[Reported by J. F. WALBY, Barrister-at-Law.]

Winding-up Cases.

RE DOMBEY & SONS (LIM.)—Vaughan Williams, J., 20th November. COMPANY—WINDING UP—PETITION—RE-ADVERTISEMENT OF—AMENDMENT OF PETITION.

In this case a petition for compulsory winding up had been amended by adding a prayer in the alternative for an order for winding up under supervision, and the petition was ordered to be re-advertised as amended.

VAUGHAN WILLIAMS, J., said that in such a case the petition must be re-advertised, not only in the *London Gazette*, but also in the newspapers in which the original advertisement appeared.—COUNSEL, *Edward Ford; Waddy. SOLICITORS, Learoyd, James, & Mellor.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. v. JONES—C. C. R., 23rd November.

CRIMINAL LAW—PROCURING COMMISSION OF ACT OF INDECENCY—CRIMINAL LAW AMENDMENT ACT, 1885 (48 & 49 VICT. c. 69), s. 11.

Case stated by Wills, J. Robert Jones and Bowerbank, another male person, were tried at the Exeter Assizes upon an indictment, of which the first and second counts respectively charged Jones and Bowerbank with having committed an act of gross indecency with each other, and the third count charged Jones with having procured the commission by Bowerbank of an act of gross indecency "with another male person, to wit, with him, the said Robert Jones." No evidence was offered against Bowerbank, and he was acquitted: a general verdict of guilty was returned against Jones. Two objections were taken by his counsel—viz., first, that the prisoners, being charged and tried on the same indictment, the jury could not, having acquitted Bowerbank on the second count, convict Jones on either the first or third counts, the offences charged being joint, and requiring the participation of both prisoners; and secondly, that the third count was bad, because it was not an indictable offence under the Act for one male person to procure the commission, with himself, of an act of indecency by another male person. The question for the court was whether the conviction was to stand on either the first or the third count.

THE COURT (Lord Russell of Killowen, C.J., Mathew, Vaughan Williams, Wright, and Bruce, J.J.) upheld the conviction on both counts, holding as to the first objection raised, that separate offences were charged against the two prisoners, and that it was possible that the act charged might be committed by one person with another, without that other being a party to the commission of the offence; and as to the second objection, that the words of section 11 of the Criminal Law Amendment Act, 1885, "procures, or attempts to procure, the commission by any male person of any act, &c., with another male person," were applicable to the commission of the act, either with the procurer, or with a third person. Conviction affirmed. No counsel appeared.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. GAUNT—C.C.R., 23rd November.

CRIMINAL LAW—COMMON ASSAULT—PERSON AGGRAVATED—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), ss. 42, 46.

Case stated by the deputy chairman of the Huntingdon Quarter Sessions. The defendant was indicted for a common assault upon Victor

Grantley. The defendant's counsel moved to quash the indictment on the ground that the court had no jurisdiction, because the proceedings before the justices in petty sessions had not been taken by or on behalf of Grantley or by his authority, and that an indictment for a common assault could only be preferred by the person aggrieved or by some one on his behalf. It appeared that the information before the magistrate was laid by a police sergeant, and that on the hearing Grantley was called by the defendant and gave evidence on his behalf; the magistrates were of opinion that the assault was a fit subject for prosecution by indictment, and accordingly committed the defendant for trial under section 46 of the Offences Against the Person Act, 1861. The justices in quarter sessions refused to quash the indictment and the defendant was convicted. The question for the court was whether the indictment ought to have been quashed or not. It was argued for the defendant that the justices in petty sessions had no jurisdiction to deal with the case because the complaint was not made "by or on behalf of the person aggrieved" (Offences against the Person Act, 1861, s. 42). *Nicholson v. Booth* (57 L. J. M. C. 43), and *Reg. v. Deny* (20 L. J. M. C. 189), were cited.

THE COURT (Lord RUSSELL, of Killowen, C.J., and MATTHEW, VAUGHAN WILLIAMS, WRIGHT, and BRUCE, J.J.) upheld the conviction, on the ground that even if the justices could not send for trial a charge of assault which professed to be, but in fact was not, preferred by or on behalf of the person aggrieved, in the present case the grand jury had found a true bill, and, the case not being within the Vexatious Indictments Act, this gave jurisdiction to the quarter sessions. Conviction affirmed.—COUNSEL, J. W. Cooper.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Ex parte DUFFY—14th November.

JUSTICES—LICENSING—DUE NOTICE FOR ANNUAL MEETING GOOD NOTICE FOR ADJOURNED MEETING—WINE AND BEERHOUSE ACT, 1869 (32 & 33 VICT. c. 27), s. 7.

In this case counsel moved for a rule *nisi* calling upon the justices of the county of Northumberland to shew cause why a *mandamus* should not issue commanding them to hold a further adjourned licensing meeting to hear and determine the application of Joseph Duffy for a licence for wine and beer for the Commercial Hotel at Wallsend. The licensing justices for the East Castle Ward of the county had refused to do so, on the ground that a proper notice had not been given for the adjourned meeting. The annual licensing meeting was fixed for the 26th of August, to be held at Tynemouth, and Joseph Duffy duly caused a notice to be given more than twenty-one days before that date. The applicant applied for a full licence of his premises, and in the alternative for a wine and beer licence. On the 26th of August application was made for a full licence, which was refused. Nothing was done on that day with regard to the second or alternative application for a wine and beer licence, and the justices fixed the statutory adjourned meeting then for the 30th of September. [Lord RUSSELL, C.J.—Do I understand that the application for the wine and beer licence was not reached?] Nothing whatever was done in the matter that day, no application for the alternative licence was made, and it was not heard or determined in any way. Duffy was advised and believed that he should be in order if he applied at the adjourned meeting for the alternative licence, but on his doing so the justices refused to go into the matter on the ground stated. On his behalf it was contended that in law the first meeting and the adjourned meeting were substantially one and the same. The Court of Appeal had held in *Reg. v. Pownall* (1893, 2 Q. B. 158) that for the purposes of making an application, which proper notice had not been given in time for it to be heard at the first meeting, was nevertheless a good notice for the adjourned meeting. In other words, that the twenty-one days were to be computed, not from the first day of the general annual meeting at which the application was made, but from the day upon which the application was actually heard. In the present case the full statutory notice had been given for the general annual licensing meeting, and *ex fortiori*, when the notice was good for the first day, an application for an alternative licence could be made at any later time during the "day" or period formed by the meeting and the adjourned meeting when the justices were sitting to hear such matters.

THE COURT (Lord RUSSELL, C.J., and GRANTHAM, J.) thought that the applicant's contention was right, holding that a notice for the annual meeting was a good notice for the adjourned meeting, and as it appeared from the evidence that the justices refused to hear the alternative application, on the ground that it had been waived, the applicant was entitled under the circumstances to be heard. Rule *nisi* granted accordingly.—COUNSEL, STREACHAN, SOLICITORS, J. E. & H. Scott, for W. S. Daglish & Muleaster, Newcastle-on-Tyne.

[Reported by ERKIN RYD, Barrister-at-Law.]

A very successful smoking concert was held on behalf of the Royal Courts Staff Sick and Provident Fund on Monday evening last at St. Martin's Town Hall. Mr. T. T. Bucknill, Q.C., M.P., was in the chair, and Mr. F. A. Stringer in the vice-chair, and among those present were the Lord Chief Justice and Lord Justice Bigby.

At the Maidstone Assizes on the 22nd inst., Mr. Justice Hawkins, on taking his seat on the bench, stated that he had received a letter from a juror who had been kept till 9 o'clock at night, complaining of having to pay his own expenses, and asking the judge if he could not assist him. Mr. Justice Hawkins read the letter out, and told the jury that he could not help the writer himself, but he advised jurors to stir up their county and borough members to obtain legislation for the payment of the expenses of common jurors. Special jurors in civil cases, who were much better able to afford to come, received payment of a guinea a case. He thought the law ought to be amended in favour of common jurors.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th of November 1895:—

Allen, Ernest	Jepps, Elliott Patton, B.A.
Almy, Percival Henry William	Johnstone, Leopold Foster
Ayrton, Edwin	Jones, Aneurin
Bailey, Wilfred Ormond, B.A.	Jones, Harold Mouat
Baker, Hugh Bernard	Jones, Joseph Thomas
Balleine, Francis Edward, B.A.	Jones, Timothy Morris
Barker, Harold	King, Hugh John
Barrett, Walter Henry	Knight, Sydney Joseph
Baxter, Francis William	Knowles, Robert John
Beach, Henry Granville	Lacy, Joseph Aloysius
Beall, Edward Metcalfe	Leach, Basil
Bellingham, George Edward Horton	Leonard, Harry
Berkeley, Rowland Henry	Lewis, James Hubert
Berry, Albert Edward	Lockett, George Gordon
Bevan, Theophilus Hamilton	Lomax, John Knight
Blackford, Charles	Lovatt, Alfred Frederick
Bowling, William	McLellan, John Stuart
Bowman, John Broughton	Maidment, Leonard Rodolph
Branson, George Arthur Harwin, B.A.	Manks, George Henry
Bribery, George Herbert	Marks, Henry
Brighouse, Robert Wales	Marris, Charles Albert
Brown, Peter	Mason, Daniel Johnston
Brown, Thomas Stephen	Mason, Thomas Frederick
Browne, Charles Ernest Christopher	Maudlin, George Terry
Canning, Alexander Guerra	May, George Herbert
Capel, Ernest Amphlett	Mee, Harold James
Chick, Albert John	Metcalfe, Thomas Davis
Cobbett, Herbert Richard, B.A.	Miller, Alexander Thomas
Coop, George Pool	Minton-Senhouse, Alfred Darby
Cornock, David Stroud	Morrell, Philip Edward, B.A.
Crane, George	Morton, Albert
Cresswell, William Warneford	Mumford, Guy Tallent
Crisp, John Wilson	North, Leonard Alfred Lauraine
Crombie, Norman Thomson	Ogden, Frederick William
Crowder, Alexander Jeffries	Palmer, William
Crutenden, William	Passingham, Alfred Edward
Darby, Charles Henry	Paterson, Athol Scott
Davies, Charles Robert, B.A.	Pearce, Thomas Edward Lewin
Day, Henry George Cyril, B.A.	Peile, Frank Kitchener, B.A.
Day, Henry Langton	Piper, Donald
Ditchfield, John William Hall, B.A.	Pode, Arthur Crawley, B.A.
Dixon, Clive Fletcher	Pope, Edward Alexander
Drake, Charles Frederick	Prentice, John Manning, B.A.
Du Bois, Edward	Prescott, Richard Melling
Dyson, William Ellis	Price, Arthur Woodfine
Eastley, John Beckley	Pritchard, Herbert Arthur
Edwards, John	Pumfrey, Henry
Edwards, Patrick Harrington	Punchard, James Septimus
Elmhirst, William	Ranger, Hugh Frederick
Everitt, Clement	Ree, Harry Stanton
Forbes, Barré Robert Mackray, B.A.	Richards, Martin Rees
Franckes, John Henry	Roberts, Alfred Ernest
Franks, Arthur James	Robertson, Gilbert
Fry, Hubert Gerald	Robertson, William Alexander, B.A.
Garner, Edward James	Scholefield, John
Gately, George	Seaman, Charles Hubert Alfred
Gidden, Owen Edward Barton	Senior, Lewis Farrar
Glanley, Ernest David	Sharpe, Alan Frederic
Gordon, Hugh, M.A.	Shaw, Frederic John
Green, Frederick William	Shillitoe, Francis Rickman
Greville, Herbert Edwin	Shimeld, Christopher Wealey
Hall, Alfred Herbert	Snagg, Bertram Cecil Keith
Hall, James, B.A.	Spencer, Edmund
Hamp, Robin Percy	Springett, Thomas Brook Springett
Hanne, Herbert Curtis Lee	Stansfield, Walter Daniel
Hare, George Dudley	Steed, Francis George
Harris, Sidney Edmund	Steel, Thomas Samuel
Hartland, Linton Sydney	Steer, Berry Reeve
Hilbery, Leonard William	Stephen, Lessel Palmer, B.A.
Hind, Robert Barrow	Stirk, Frank Aubrey
Hindmarsh, Andrew Brown	Stocken, Walter Aloysius
Holt, Arthur	Stokes, George Lort
Holt, Henry Cecil	Stow, Gordon William
Hopson, Frederick Ongley	Swallow, Isaac Harrison, B.A.
Hosack, Anthony Henry, B.A.	Swinscow, Frederick William
Houghton, Bertram Francis	Tatham, Arthur Trevor
Hunstman, Edmund	Taylor, Alfred Miles
Ireland, Herbert Francis Kellie	Thomas, Edmund Crews
Ironside, Alfred Allan	Varley, Frank
Isaac, Edward Swinton Wodehouse, B.A.	Villiamy, Lionel Hastings
Jennings, Thomas	Wadsworth, Henry Joseph Brandleia
	Walker, Percy John
	Walmsley, John Banks
	White, Frederick

Nov. 26 was, "The 329) was w Mr. A. C. also spoke J. S. Wil Jolly repl three vot Tuesday, system of

hite, William Ernest Crabtree, B.A. Williams, William Alfred
hitworth, Reginald Wilson, Charles Barker
ightman, Henry Worthington Windeatt, Francis Knowles
ilkins, Francis Worth, Edward Lyttleton
illiams, Daniel Youll, John Harold
illiams, John Bellis Young, George

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 5th and 6th of November, 1895:—

armstrong, Richard Harold
matt, Jonathan
yres, James Parker
arlow, Samuel Joseph
ayley, Kenneth Champain
eaven, John
ickham, George William, B.A.
ill, Frank Ernest
lacker, William Stewart
ake, John Bale
olton, Walter Septimus
ottomley, Leonard, M.A., LL.B.
ox, Henry Thomas
brandt, Hugh Bernard
riggs, John James
brook-Greaves, John Thomas
Richard
Brooks, James
Bulley, Maurice Arthur
Butcher, Hugh
Dave, Harold Watkins
Chambers, Charles Graham, B.A.
Chittock, Gilbert Carey
Collins, Harry De Montmorency
Cope, George Beswick, B.A.
Copeman, Charles Edward Fraser
B.A.
Darrell, Claud Edward
Davie, Herbert Ernest
Dawson, Vincent Osborne Cort, B.A.
Denton, Charles William
Devereux, John Richards Croft, B.A.
Dey, Lewis Irving
Drewry, Edward Gwyther
Drewry, Henry Swayne
Durrance, Walter
Edwards, Morrice Alfred, B.A.
Elliott, John Allen
Emanuel, Walter Lewis
Fairburn, Arthur Milward
Fenna, John
Francis, Arthur Edward
Freer, William
Gowen, Frederick
Hatten, Harry Ambrose Philip
Hayward, Charles John William,
B.A.
Heath, Harold Fell
Hilton, Samuel
Hoare, Edward Henry
Hodgson, William Frederick Sahfrid,
B.A.
Horton, Thomas
Hossell, Herbert
How, Archibald Wybergh
How, Francis Ambrose Walsham,
B.A.
Hubbard, Austin Gardner
Hulton, Frederick Copley, B.A.
Jackson, Charles Nevill
Jacobs, Bertram
Johnstone, George Wild
Jonghaus, Thomas Chadwick
Kent, Arthur Lawrence
Kesham, John Northhouse
Lawson, Edmund
Littler, Oswald Collier
Lowles, Ronald Dosson

Vaughton, Rowland Griffith, B.A.
Vinall, Cecil
Walsh, Alfred
Ware, Walter Patrick Webb, B.A.
Watson, John, LL.B.
Weatherley, Leonard Sacheverell
Charles Barnabas
Webb, Maurice Lancelot, B.A.
Whadcoat, Gordon Cuming
Whalley, Arthur
White, Alfred Wallis
Whitelock, Arthur Radcliffe, B.A.
Whitgreave, Charles Vincent
Wilden, Herbert
Wilkins, Granville Augustus, B.A.
Wilkinson, William Durham
Williams, John Thomas
Wills, John
Wilson, Archibald Berdmore
Buchanan, B.A.
Winch, John Nightingall, B.A.
Woodcock, William Stanley
Woolston, Charles Eustace
Wrigley, Herbert Greenwood

LAW STUDENTS' DEBATING SOCIETY.

Nov. 26.—Chairman: Mr. Neville Tebbutt.—The subject for debate was, "That the case *Strachan v. Universal Stock Exchange* (1895, 2 Q. B. 329) was wrongly decided." Mr. W. A. Jolly opened in the affirmative, Mr. A. C. F. Boulton opened in the negative. The following members also spoke:—Messrs. A. Dickson, F. M. Smith, A. S. Legg, E. S. Hubbard, J. S. Wilkinson, A. Hair, F. G. Jones, W. E. Singleton. Mr. W. A. Jolly replied, and the chairman summed up. The motion was lost by three votes. The subject for debate at the next meeting of the society on Tuesday, the 10th day of December, is, "That there should be some system of compulsory retirement applicable to all judicial officers."

LORD JAMES ON THE ADMINISTRATION OF JUSTICE
IN THE COUNTY PALATINE.

At Manchester a few days ago a deputation representing the Manchester and Liverpool Incorporated Law Societies waited upon Lord James, Chancellor of the Duchy of Lancaster, in reference to matters connected with the administration of justice in the county. The deputation consisted of Mr. L. Tatham, president of the Manchester Law Society; Mr. C. H. Morton, president of the Liverpool Law Society; Mr. Laurence (Liverpool); Mr. John Cooper (Manchester); and Mr. J. F. Milne (Manchester). It was explained that further facilities were desired for the administration of justice, and particularly for the hearing of both Chancery and common law cases, including divorce, admiralty, and probate matters by means of continuous sittings of judges in the county of Lancaster. It was stated that there had been a large increase in the business of the Palatine Court since the Vice-Chancellor sat in Lancaster continuously, and it was urged that the business in other branches would probably increase in the same way if a judge sat continuously. It was a question for the Lord Chancellor and the Chancellor of the Duchy to decide whether the jurisdiction of the Vice-Chancellor should be increased or the Palatine Court should be made a branch of the High Court. It was stated that the suitor's fee fund had accumulated to so large a sum that the interest on that alone would almost provide the salary of an additional judge to deal with common law matters.

Lord JAMES, in reply, said that when he was the representative of Bury he took great interest, and his constituents took great interest, in the questions which had now been brought before him. The deputation would recognize that they had to be determined principally by the Lord Chancellor. In anything that had to be done by virtue of his executive power, such as sending judges here from the High Court, his lordship must be guided by the feelings of the judges. It was impossible to treat the judges as if they were mere servants of the Lord Chancellor. As far as anything depended upon the executive action of the Lord Chancellor they must be good enough to make their representations to him. He himself would not forget the views he had previously expressed, and he would be glad to place the views of the deputation before the Lord Chancellor. There was one aspect of their demands, at all events, which would require legislation—namely, the extension of the jurisdiction of the Palatine Court so as to give it jurisdiction over defendants who did not reside in the County Palatine. That could not be done by executive order. Practically it would be for the Lord Chancellor to determine it, although, of course, in one sense, it was a matter for the whole Cabinet. Again he would say that as far as he could assist in placing their views before the Lord Chancellor he would be most happy to do so. He thought it would be better for them to ask for an interview with Lord Halsbury. He could answer for it that his lordship would be glad to see them and to learn their views. The result, of course, he could say nothing about, but his services would be available to put them in communication with the Lord Chancellor. Perhaps it would be as well for them in the first place to put their views before the Lord Chancellor in writing, and to ask him to receive a deputation afterwards.

LEGAL NEWS.

APPOINTMENTS.

Mr. S. D. WADDY, Q.C., has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year, in succession to Viscount Cross.

Mr. EDWARD HENRY PEMBER, Q.C., has been elected Treasurer of the Honourable Society of Lincoln's-inn for the ensuing year in succession to Mr. Justice Chitty, but his term of office will not begin until the 11th of January.

Mr. CHARLES HENRY HOPWOOD, Q.C., Recorder of Liverpool, has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to Judge Bagahaw, Q.C.

Mr. STEPHEN GEORGE SALE, barrister-at-law, has been appointed a Judge of the High Court at Calcutta, in the room of Mr. John Freeman Norris, Q.C., who has been permitted to retire.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

BOHUN HENRY CHANDLER FOX and WILLIAM GEORGE BARROW PULMAN, solicitors (J. & B. H. C. Fox), Lutterworth. November 18. The said practice will in future be carried on at Lutterworth aforesaid, and at Rugby, by the said William George Barrow Pulman.

JAMES POWELL and WILLIAM GOODALE, solicitors (Powell & Goodale), 34, Essex-street, Strand. November 16. Mr. Goodale has taken into partnership Mr. Alfred Allen Hobson, and they will practise at No. 9, Essex-street, Strand, W.C., under the style or firm of Goodale & Hobson.

ROBERT ELLIOTT HERRBERTON and JULIUS TURNER, solicitors (Herrberton & Turner), Newcastle-upon-Tyne. November 1.

[*Gazette*, November 22.]

INFORMATION WANTED.

£10 REWARD.—WANTED, the original Will, made in 1857, of ELIZABETH GREEN, late of Kensington-park-terrace, Notting-hill, in the

county of Middlesex, spinster, who died in or about the month of May, 1857. The above reward will be paid to any person producing same to Messrs. Moore, Kelly, & Lloyd, Solicitors, 31, Molesworth-street, Dublin.

Re Charles Tyler, deceased.—Will any solicitor or other person who can give any information respecting a Will of CHARLES TYLER, Esq., late of Elberton, New West-end, Finchley-road, Hampstead, N.W., who died on 2nd inst., kindly communicate at once with the undersigned solicitors?—Dated this 21st November, 1895.—Gard, Hall, & Rook, 2, Gresham-buildings, Basinghall-street, London, E.C.

GENERAL.

In consequence of Mr. Justice Wright's having to go to Southampton to hear the election petition in place of Mr. Baron Pollock, civil business at the Leeds Assizes has been postponed until Wednesday morning next.

At the Winchester Assizes, says the *Times*, Mr. Justice Wills was engaged in trying cases the details of which are unfit for publication. In the course of trying one of these a question arose as to whether the prisoner ought to be called as a witness or not. The learned judge said that, in reference to the enactment under which an accused person was enabled to give evidence, after a long experience and trying hundreds of these cases, it was, in his opinion, of very great advantage to an innocent man, though not to a guilty one, to be called as a witness. He himself should be very glad to see this power extended to all cases, and he trusted that this would become law before very long. The prisoner did give evidence, and in the result was convicted.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

LIST OF REGISTRARS IN ATTENDANCE ON

APPEAL COURT	Mr. Justice NO. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Dec.	2 Mr. Jackson	Mr. J. Llave Carrington	Mr. Rolt
Tuesday 3	Clowes	Lavie	Farmer
Wednesday 4	Jackson	Carrington	Rolt
Thursday 5	Clowes	Lavie	Farmer
Friday 6	Jackson	Lavie	Rolt
Saturday 7	Clowes	Carrington	Farmer
Mr. Justice STIRLING.	Mr. Justice KEEKWICH.	Mr. Justice ROMER.	Mr. Justice ROMER.
Monday, Dec.	2 Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday 3	Pemberton	Beal	Leach
Wednesday 4	Ward	Pugh	Godfrey
Thursday 5	Pemberton	Beal	Leach
Friday 6	Ward	Pugh	Godfrey
Saturday 7	Pemberton	Beal	Leach

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 22.

JOINT STOCK COMPANIES.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

NATIONAL TRADING CO., LIMITED.—Petition for winding up, presented Nov 19, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, Dec 2, at 10.30. W. R. & P. S. Minor, 29, Fountain-st, Manchester, agents for Wm. Ogden, Oldham, solicitor for petitioner. Notice of appearing must reach the abovenamed not later than 2 o'clock in the afternoon of Nov 30.

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY AND MEDICAL DISPENSARY SOCIETY, National Schoolroom, Wimbledon, Surrey. Nov 9

MALTON, NORTON, AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED, St. Nicholas st, Norton, Yorks. Nov 9

SOUTH HETTON CO-OPERATIVE MEAT SUPPLY SOCIETY, LIMITED, 3, Front st, South Hetton, Durham. Nov 16

London Gazette.—TUESDAY, NOV. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

G. & S. BRACKNELL, LIMITED.—Petition for winding up, presented Nov 23, directed to be heard on Dec 4. W. O. Freeman, 5, Eastcheap, solicitor for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 2.

HERCULITE AND ELECTRICAL MANUFACTURING CO., LIMITED.—Petition for winding up, presented Nov 23, directed to be heard Dec 4. Dale, 46, Finsbury circus, solicitor for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 2.

ISWOOD & CO., LIMITED.—Petition for winding up, presented Nov 23, directed to be heard Dec 4. Kingsbury & Turner, 369, Brixton rd, solicitors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 2.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BOLTON MUTUAL PROPERTY CO., LIMITED.—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of their debts or claims, to Mr. Harold Mather, 10, Acrefield, Bolton. Butcher, Bolton, solicitor for liquidator.

JONATHAN ANDREW & SONS, LIMITED.—By an order made, it was ordered that the voluntary winding up be continued; and John Smith, of Ashton-under-Lyne was appointed

liquidator, in addition to Charles Henry Wade, the liquidator appointed in the winding up. Harding & Co., Manchester.

NATIONAL TRADING CO., LIMITED.—Creditors are required, on or before Dec 23, to send their names and addresses, and particulars of their debts or claims, to Mr. Edward Arthur Conner, 2, Carr st, Blackfriars st, Manchester. Wragg, Manchester, solicitor liquidator.

FRIENDLY SOCIETIES DISSOLVED.

BURY ST. EDMUNDS FRIENDLY SOCIETIES MEDICAL AID ASSOCIATION, Foresters' Court Room, Grapes Inn, Bury St. Edmunds, Suffolk. Nov 16

MONTACUTE FEMALE PROVIDENT SOCIETY, Schoolroom, Montacute, Ilminster, Somerset. Nov 16

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 15.

BROGDEN, GEORGE WILLIAM HARGRAVES, Old Broad st, Merchant Dec 20 Wallace v Brogdan, Chitty, J. Tatham & Lousada, Old Broad st

EDWARDS, ELIZA, Liverpool Dec 16 Pritchard v Edwards, Registrar, Liverpool Jones & Co, Liverpool

EDWARDS, MARY ELIZA, Liverpool Dec 16 Pritchard v Edwards, Registrar, Liverpool Jones, Liverpool

HART, NATHAN SAMUEL, Liverpool, Financial Agent. Dec 16 Humphreys v Harris, Registrar, Liverpool. Davies, Liverpool

WILLIAMS, ROBERT, Carnarvon, Ironmonger Dec 11 Hughes v Williams, Kekewich, J. Carter, Bangor

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 15.

ANGILBERT, SARAH, Gravesend Dec 15 Ford & Co, Bloomsbury sq, W C

BENNETT, SARAH LOUISA, Powis sq, Bayswater Dec 18 Hickin & Co, Lincoln's Inn fields

BEVINS, JOSEPH, Newport, I W, Builder Dec 24 Eldridge & Sons, Newport

BLAND, WILLIAM, Scarborough, Builder Jan 1 Tate & Co, Scarborough

BUTLER, MARE, Potters, Wilts, Market Gardener Dec 14 Hopkins, Devizes

CROOME, THOMAS LANCELOT, Pall Mall, S W, Esq. Dec 17 Mullings & Co, Cirencester

DADSWELL, SARAH, Crowborough, Sussex Dec 16 Stanning & Co, Tonbridge

DAVIES, WILLIAM, Mold, Flint Dec 1 Simon, Mold

DELMAR, FREDERICK ORLANDO THOMPSON, St Petersburgh pl, Bayswater, Esq. Dec 18 Kerly & Co, Gt Winchester st

GIFFORD, FRANCIS GREGORY, Cambridge, Gent Dec 17 Peed, Cambridge

HIBBERT, HUGH ROBERT, Barnstaple, Colonel Dec 2 Donaldson, Bedford row

HINDLE, CHARLES, Hurst, Ashton under Lyne, General Dealer Dec 17 Ellison, Ashton under Lyne

HOMI, HARRIET, Brighton Dec 24 Eggar, Brighton

HUGHES, EMMA LUCY, Liverpool, Outfitter Jan 1 T J Smith & Son, Liverpool

LISTER, THOMAS, Newcastle on Tyne, Butcher Dec 13 Maughan & Hall, Newcastle on Tyne

MILLER, THOMAS, Thorpe le Soken, Essex Gent Dec 18 Welton, Woodbridge

MILLS, MARY, Leicester Dec 20 Burgess & Dexter, Leicester

NELSON, JAMES JOSEPH, Hanging Heaton, nr Dewsbury, York Dec 20 Ridgway & Ridgway, Dewsbury

OLDFIELD, GEORGE, Dringthorpe, York, Esq. Dec 21 Cobb & Son, Yorks

OLDFIELD, EMILY MARIAN BOUSSELIN, Godalming Dec 31 Bedpath & Co, Bush lane

ORME, GEORGE, Sutton, Distiller Nov 30 Blyth & Co, Old Broad st

PESCOD, HENRY, Midhurst, Sussex, Grocer Dec 20 Johnson & Son, Midhurst

TYE-SMITH, JOHN WILLIAM, Sheffield, Gent Dec 21 Ibbotson & Co, Sheffield

RAMUS, REV HERBERT MEADE, Playden Rectory, Rye Dec 31 Bannister & Co, John st, Bedford row

RICHARDSON, ALFRED, New Wharf rd, Caledonian rd, Foreman of Saw Mills Dec 18 Rimer, Quality Court, Chancery lane

REGINS, GEORGE HUMPHREY, Solihull, Warwick, Farmer Dec 9 Sydney & Co, Birmingham

ROBERTS, WILLIAM, Liverpool Dec 11 Cleaver & Co, Liverpool

SALE, JOSEPH, Litchurch Lodge, Derby, Gent Dec 31 Sale & Son, Derby

SARGENT, WILLIAM, Walton pl, Chelsea, Gent Dec 11 Dangerfield & Blythe, Craven st, WC

SIMES, JAMES, Chattox, Lancs Dec 7 Miller, Chorley

SLATER, ISAAC, Kirksanton Mill, Cumberland Dec 8 Butler, Broughton in Furness

STOCKER, JOHN, Glenageary, Kingstown, Staff Commander RN, HMS Ajax Jan 1 Loughey, Dublin

STOURNARI, HENRIETTA ISABELLA, Athens, Greece Jan 1 Flux & Co, East India avenue

SULSTON, JOSEPH, Leighton Buzzard Dec 30 Calcott, Leighton Buzzard

THOMPSON, FREDERICK AUGUSTUS, West Bolton grdn, South Kensington, Mining Engineer Dec 16 Ashurst & Co, Throgmorton avenue

THOMPSON, JOHN, Birmingham, Handcuff Manufacturer Dec 31 Restall, Birmingham

WALBANK, WILLIAM AVERY, Staines rd, Twickenham Aug 31 Marshall & Haelip, Martin's lane

YOUNG, ANN, Gateshead, Durham Jan 1 Wilson, Newcastle upon Tyne

London Gazette.—TUESDAY, NOV. 19.

BETTS, SARAH ANN, Capel rd, Forest Gate Dec 25 Carr & Martin, Gt Tower st

BEVELLEY, ROBERT, Scarborough, Gas Engineer Dec 31 Duffsing & Co, Leeds

BRITTON, THOMAS, King's Lynn, Norfolk, Solicitor's Clerk Jan 1 Partridge & Co, King's Lynn

CLAYTON, FREDERICK, Highbury park Jan 1 Tyler, Clement's inn

CLEGG, JOHN, Bolton, Lancs. Dec 31 Bradbury, Bolton

COCKBURN, CAROLINE JANE, Croft Hayes Dec 31 Balderton & Co, Bedford row

COPFORD, JOHN, Leicester, Gent. Dec 19 Stevenson & Son, Leicester

CRAWSHAY, LISA ELIZA, Oaklands Park, Gloucester Dec 16 Gabb & Walford, Abercromby

DALY, GENERAL SIR HENRY DERMOT, GCB, CIE, Ryde, I W Feb 15 Guscott & Co, Essex st, Strand

DIXON, THOMAS, Rickmansworth, Chemist Dec 28 Rowell & Lomas, Rickmansworth

FELLOWES, THOMAS ANDY, Dunnington Priory, Berks, Esq. Jan 1 Cooke & Coke, Bath

Nov.

GROOP, JOHN

HARD, FRANCIS

EMMET, ERIC

HAYNES, THOMAS

HEDLEY, ARTHUR

HEDLEY, MARY

HOLROYD, WALTER

HOWARD, CHARLES

COVENTRY, HENRY

HOWSON, HENRY

INWOOD, SIR RICHARD

JACKSON, JOHN

JENSEN, CHRISTIAN

BURTON, JAMES

JONES, SUSAN

KHOLWELL, EDWARD

KNOWLES, ERIC

LANE, FRANCIS

LAWFORD, GUY

LEA, JOHN W.

MANFULL, JOHN

BAILEY, HENRY

MARCH, JOSEPH

ALLENBY, SIR

LEY, P. T.

ATKIN, WALTER

GRIMBY, THOMAS

BAILEY, THE

SHIRE, LANCASHIRE

BASTFORD, HENRY

AMPTON, NOVEMBER

BASSINGTON, RICHARD

CANTERBURY, JAMES

BEAUMONT, P. G.

PET NOVEMBER

BRAYSHAW, G.

Dewsbury, JAMES

CARTER, JAMES

NOVEMBER

CHILDS, PHILIP

HIGH COUNTRY

COLSTON, ARTHUR

19 OCTOBER

DEATH, WILFRED

HIGH COUNTRY

EARLDLEY, EDWARD

NANTWICH

FRANCE, JAMES

16 OCTOBER

GREGORY, GEORGE

HIGH COUNTRY

HANCOCK, JOHN

18 OCTOBER

HILL, WILLIAM

NOVEMBER

HUGHES, JAMES

ORD NOVEMBER

HODGESON, HENRY

DEALERS

INGHAM, JESSE

GRIMSBY, JAMES

JEROME, JAMES

FATHER

JONES, OWEN

NOVEMBER

JONES, WALTER

OCTOBER

KNIGHT, RICHARD

NOVEMBER

LANGFIELD, RICHARD

DECEMBER

NOVEMBER

MOPFATT, G.

HIGH COUNTRY

MOXEY, PETE

PET NOVEMBER

NICKE, ANTHONY

OCTOBER

NOTON, SIR

HIGH COUNTRY

OAKLEY, OLIVER

CROYDON

PERRIS, THOMAS

PET NOVEMBER

PERRY, WILLIAM

ORD NOVEMBER

PICKERING, L.

TON, PETE

PITT, RALPH

ORD NOVEMBER

POOLE, ARTHUR

BRIMINGHAM

REEVES, JOHN

ORD NOVEMBER

ROBERTS, WILFRED

SWANSEA

ROWLANDS, G.

GROCER

SILVERSTEIN, ALFRED

HIGH COUNTRY

TARASAN, ANDREW

TOP UPON

GIBSON, JOHN, Leeds, Gent Dec 14 Dunning & Co, Leeds	McCONNELL, JOHN, Fishergate, Preston, Licensed Victualler Dec 20 W & A Blackhurst, Preston
HARE, FRANCIS CHEYNE, Glasbury rd, West Kensington, Esq Feb 15 Guscoote & Co, Essex st, Herne	MOONEY, CATHERINE, St Helens, Lancs, Glass Bottle Manufacturer Dec 13 Barrow & Cook, St Helens
HAYNES, THOMAS, Craven pk, Harlesden Dec 28 Kinsey & Co, Bloomsbury pl	NATHAN, HENRY, Pembroke grdns, Esq Jan 1 Montague & Co, Bucklersbury
HEDLEY, ARTHUR, Felton, Northumbbrid, M.D. Dec 2 Douglas, Alnwick	OAKLEY, HERBERT, Cathcart rd, South Kensington Dec 2 Fishers, Essex st, Strand
HEDLEY, MARY, Felton, Northumbrid Dec 2 Douglas, Alnwick	PIERRE, WILLIAM, Wellington House, Underhill rd, Dulwich, Gent Dec 19 Clarke, Coleman at
HOLROYD, WILLIAM, Scarborough, Gent Dec 31 Dunning & Co, Leeds	PUMFREY, ANNE, Upton upon Severn, Worcester Dec 18 Powell, Upton upon Severn
HOWARD, CECIL, Fulham rd, Dramatic Critic Dec 20 Wilkinson & Co, Bedford st, Covent garden	ROHLFS, FREDERICK, Mary street, Canning Town, Gas Stoker Dec 31 Blott, Broadway, Stratford
HOWSON, HENRY VERNON, Edgbaston, Ironfounder Dec 30 Smith & Co, Birmingham	ROWLAND, JOHN, Mumbles, Glam, Farm Labourer Dec 20 Cooper, Swansea
LIWOD, SARAH, Birkenhead Jan 21 Harrison & Burton, Liverpool	SADLER, MARY, Duckett rd, Harringay Dec 30 Wilcocks, New inn, Strand
JACKSON, JOHN COHEN, Amhurst rd, Hackney Dec 23 Herbert Smith, Coleman st	SCRUTON, ARTHUR, Birmingham, Tailor, and SARAH JANE SCRUTON Dec 31 Smith & Co, Birmingham
JENSEN, CHRISTIAN, Ringkiobing, Jutland, Denmark, Shipwright Jan 16 Harrison & Burton, Liverpool	SHAW, JANE ALICE, Kilsby, nr Rugby Jan 1 Heane, Newport, Salop
JONES, SUSANNAE, Newport, Salop Dec 28 Heane, Newport	SHEATH, ELEANOR, Old Kent rd Dec 21 Francis & Calley, Austin Friars
KNOWLES, EDMUND HENRY, Erdington, Warwick, Gent Dec 31 Smith & Co, Birmingham	SPIER, JOSEPH ANSELL, Coburg, Victoria Dec 15 Graham, Chancery lane
KNOWLES, ELIZABETH, Nailstone, Leicester Dec 31 Thorpe, Ross, Herefordshire	THORNEY, ROBERT, Birmingham, Gent Dec 31 Smith & Co, Birmingham
LANE, FRANCES, Sawbridgeworth, Herst Dec 12 Ackland & Son, Bishop's Stortford	WESTLEY, FRANCIS, Little Shelford, Cambridge, Farmer Jan 1 Button & Aymer, Newmarket
LAWFORD, GEORGE, Tokenhouse yard, EC, Stockbroker Dec 19 Bower, Lincoln's inn fields, WC	WILLIAMS, MARY ANNE CATHERINE, Handsworth, Stafford Dec 10 Gately, Birmingham
LEA, JOHN WILLIAM, Liverpool, Plumber Jan 3 Banks & Co, Liverpool	WILSON, MARY, Dobcroft, nr Oldham Dec 20 Standing & Co, Shaw, nr Oldham
MANFULL, JOHN, Lenton, Nottingham, Chemist Dec 31 Maples & McCraith, Nottingham	WOOLKE, CHARLOTTE ELIZABETH, South Bailey, Durham Dec 21 Wilson & Co, Durham
MARCH, JOSEPH, London rd, Clapton, Gent Dec 17 Keeping & Gloag, Lombard st	WOOLLRIGHT, JOHN, Heswall, Chester, Gent Dec 7 Miller & Williamson, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 22.

RECEIVING ORDERS.

ALLENBY, SAMUEL, Burnley, Lancs, Cabinet Maker	Burnley	Pt Nov 30	Ord Nov 20
ATKIN, WALTER FRED, Utterby, Lincs, General Dealer	Gt Grimsby	Pet Nov 16	Ord Nov 16
BAILIE, the Rev THOMAS, GROVE, Kingsland, Herefordshire	Leominster	Pet Nov 18	Ord Nov 18
BARSDEN, HENRY THOMAS, and STEPHEN BARSDEN, Southampton, Tailors	Southampton	Pet Nov 20	Ord Nov 20
BASSINGTON, ARTHUR, Deal, Kent, Licensed Victualler Canterbury		Pet Nov 19	Ord Nov 19
BEAUMONT, F W, Ipswich, Sack Manufacturer	Ipswich	Pet Nov 8	Ord Nov 18
BRAYSHAW, GEORGE, ASHMITAGE, Batley, Yorks, Butcher	Dewsbury	Pet Nov 18	Ord Nov 18
CARTER, JEREMIAH, Stone, Staffs, Builder Stafford		Pet Nov 5	Ord Nov 19
CHILDS, PHILLIPS, Downham rd, Hackney, Cabinet Maker	High Court	Pet Nov 18	Ord Nov 18
COLTON, ARTHUR, Bristol, Tobacconist	Bristol	Pet Nov 19	Ord Nov 19
DEATH, WILLIAM EPHRAIM, Leadenhall st, E C, Engineer	High Court	Pet Sept 28	Ord Nov 19
EASBOLD, EDWARD, Jinn, Norton in Hales, Salop, Farmer	Nantwich	Pet Nov 9	Ord Nov 20
FRANCE, JAMES, Salford, Lancs, Baker	Salford	Pet Nov 16	Ord Nov 16
GREGORY, GEORGE, Laurence Pountney lane, E C, Merchant	High Court	Pet Nov 18	Ord Nov 18
HANCOCK, JOHN HOWARD, Cardiff, Pilot	Cardiff	Pet Nov 18	Ord Nov 18
HILL, WILLIAM, Grimsby, Fisherman	Gt Grimsby	Pet Nov 18	Ord Nov 18
HUGHES, JANE, Liverpool, Grocer	Liverpool	Pet Nov 19	Ord Nov 19
HODGSON, HARRIET, and ELIZABETH MCLEOD, Leeds, Boot Dealers	Leeds	Pet Nov 4	Ord Nov 18
INGHAM, JESSE, Cleethorpes, Lincs, Fish Merchant	Great Grimsby	Pet Nov 18	Ord Nov 18
JERRANS, JOSEPH WALTON, Farthingoe, Northampton, Father	Banbury	Pet Nov 20	Ord Nov 20
JONES, OWEN DAVID, Carnarvon, Draper	Bangor	Pet Nov 19	Ord Nov 19
JONES, WALTER SIMON, Chester, Stationer	Chester	Pet Oct 21	Ord Nov 18
KNIGHT, RICHARD, Bradford, Solicitor	Bradford	Pet Nov 5	Ord Nov 18
LANGFOLD, EDWINE, Askew rd, Shepherd's Bush, Commercial Traveller	High Court	Pet Sept 17	Ord Nov 20
MOFFATT, GEORGE, New inn chambers, Wych st, Merchant	High Court	Pet June 21	Ord Nov 20
MOXEY, PETER, Lowestoft, Smackowner	Gt Yarmouth	Pet Nov 18	Ord Nov 18
NALES, ANTHONY, Paignton, Devon, Baker	Plymouth	Pet Oct 29	Ord Nov 18
NOTTON, SEBASTIAN, Aldersgate st, Pipe Manufacturer	High Court	Pet Oct 19	Ord Nov 20
OAKLEY, OLIVER JAMES, Attilborough, nr Nuneaton, Baker	Country	Pet Nov 20	Ord Nov 20
PEERS, THOMAS, Birmingham, Brasscaster	Birmingham	Pet Nov 19	Ord Nov 19
PERSEY, WILLIAM, Weston super Mare	Wells	Pet Nov 18	Ord Nov 18
PICKERING, ISAAC, Dalton in Furness, Boot Maker	Ulverton	Pet Nov 18	Ord Nov 18
PITT, RALPH, Wednesday, Grocer	Walsall	Pet Nov 19	Ord Nov 19
POOLE, ARTHUR, Birmingham, Butchers Assistant	Birmingham	Pet Nov 20	Ord Nov 20
REED, JOHN, Maesteg, Glam, Grocer	Cardiff	Pet Nov 18	Ord Nov 18
ROGERS, WILLIAM WILLIAMS, Swansea, Analytical Chemist	Swansea	Pet Nov 19	Ord Nov 19
ROWLANDS, WILLIAM JOHN, Aberaman, Aberdare, Glam,		Pet Nov 19	Ord Nov 19
SILVESTER, AGNES GRAHAM, Regent st, Court	Milliner	Pet Nov 8	Ord Nov 18
TARRANT, ARTHUR, Kingston upon Hull, Builder	Kings- ton upon Hull	Pet Nov 5	Ord Nov 19

THOMAS, WILLIAM, Pembrokeshire, Plumber Pembrokeshire
Dock Pet Nov 18 Ord Nov 18
VAUGHAN, THOMAS, Baschurch, Salop, Farmer, Shrewsbury Pet Nov 20 Ord Nov 20
WARD, JONATHAN, Sheffield, Provision Dealer Sheffield Pet Nov 18 Ord Nov 18
WATERS, JAMES, Bliford, Norfolk, Farmer Norwich Pet Nov 20 Ord Nov 20
WATKINS, JAMES, Shirley, nr Birmingham, Accountant Clerk Birmingham Pet Nov 19 Ord Nov 19
WHILES, JOHN, Burton on Trent, Painter Burton on Trent Pet Nov 19 Ord Nov 19
WHITAKER, CHARLES WENTWORTH, Rotherham, Lancs, Mill Manager Oldham Pet Nov 9 Ord Nov 20
Amended Notice substituted for that published in the London Gazette of Nov 8th:—
HUMPHRIES, JAMES MARTIN, Lowestoft, Smackowner Great Yarmouth Pet Nov 4 Ord Nov 4

FIRST MEETINGS

FIRST MEETINGS.

ATKIN, WALTER FRED, Uttox, Lincs, General Dealer Nov 30 at 11 Off Rec, 15, Osborne st, Gt Grimsby BROWNE, ALBERT RICHARD, Norfolk, Composer Nov 30 at 12 Off Rec, 8, King st, Norwich CLINTON, LEIGH RICHARD, Willenhall, Staffs, Hairdresser Dec 2 at 11 Off Rec, Wetherhampton COX, ARTHUR, Hereford, Auctioneer Dec 4 at 2.30 2, Offa st, Hereford CROFT, HENRY, Warwick st, Pimlico, Wine Dealer Nov 29 at 11.30 94, Railway app, London Bridge CROMPTON, JAMES, Bolton, Ropemakar Nov 29 at 3 16, Wood st, Bolton DAVIES, WILLIAM, Leominster, Auctioneer Dec 4 at 2.30 2, Offa st, Hereford ELLINGHAM, JAMES THOMAS, Gospot, Photographer Dec 2 at 3.15 Off Rec, 4, East st, Southampton ENGLISH, ARTHUR W, Edgefield, Norfolk, Builder Nov 30 at 12.30 Off Rec, 8, King st, Norwich GERRARD, W H, Ilkeston, Derby, Druggist Nov 29 at 2.30 Off Rec, 40, St Mary's gate, Derby GILBERT, NATHANIEL, Ashbury, Devon, Farmer Dec 2 at 11, Atheneum ter, Plymouth GUNN, WALTER, Norwich, Grocer Nov 30 at 11 Off Rec, 8, King st, Norwich HALL, JAMES, Preston, Lanes, Cooper Dec 13 at 3 Off Rec, 14, Chapel st, Preston HIGLEY, RICHARD, Cravens Arms, Salop, Steward Nov 30 at 2.30 2, Offa st, Hereford HUDSON, WILLIAM, Clark, Cheetham, Hotel Proprietor Nov 30 at 3.15 County Court bldgs, Cheetham JENKINS, WILLIAM EDWARD, and TOM JENKINS, Kemey's Inferior, nr Caerleon, Mon, Farmer Dec 3 at 12 Off Rec, Gloucester Bank chmrs, Newport Mon KINGSTON, WILLIAM, Isle of Ely, Cambridgeshire, Farmer Dec 4 at 10 Court house, King's Lynn KNIGHT, RICHARD, Bradford, Solicitor Dec 5 at 12 Off

REC, 31, MANOR ROW, Bradford	24, RAILWAY APP,
W, BALHAN, Builder	NOV 23 AT 12
London Bridge	
LANGE, FRANCIS EDWARD, Finsbury PK RD, Fur Dealer	
Dec 3 at 11 Bankruptcy bldge, Carey st	
LAW, WHITAKER, Wyke, Birstal, Yorks, Bootmaker	NOV
29 at 11 Off Rec, 31, MANOR ROW, Bradford	
LEWIS, THOMAS, Brynmawr, Breconshire, Grocer	NOV 29
at 12 65, High St, Merthyr Tydfil	
MAIZELS, ABRAHAM, Bradford, General Dealer	NOV 29 at
12 Off Rec, 31, MANOR ROW, Bradford	
MECHAM, WILLIAM, Kensington rd, Scenic Artist	Dec 2 at
13 Bankruptcy bldge, Carey st	
MELLOR, ELIZABETH, Leeds, Grocer	Dec 2 at 11
29, Park Row, Leeds	Off Rec,
MILLER, WILLIAM SAMPSON, Blackpool, Joiner	NOV 29 at
23.90 Albion Hotel Promenade, Blackpool	
MOORE, GEORGE, Ordnance Rd, St John's Wood, Jobmaster	
Dec 3 at 12 Bankruptcy bldge, Carey st	
NEWMAN, HENRY, Mereworth, Kent, Farmer	Dec 11 at
11.15 Off Rec, 30 st, Maidstone	
PAT, CHARLES EDWARD, Pitlake, Croydon, Builder	Dec 2
at 11.30 24, RAILWAY APP, London Bridge	
POWELL, FRANCIS BACHAM, Croydon, China Dealer	NOV
29 at 13.30 24, RAILWAY APP, London Bridge	
REYNOLDS, JOHN, Weelsby, Gt Grimbsy	NOV 29 at 11 Off
REC, 15, Osaborne St, Gt Grimbsy	

BOYE, JOHN JOSEPH, Nottingham	Nov 29 at 12	Off Rec,
St Peter's Church walk, Nottingham		
SARGENT, THOMAS, St Leonardgate, Lances, Blacksmith		
Dec 13 at 2.30	Off Rec, 14, Chapel st, Preston	
SCARBOROUGH, GEORGE FREDERICK HANDEL, Norwich	Nov 30 at 11.30	Off Rec, 8, King st, Norwich
SILVESTER, AGNES, Regent at C ^o Milliner	Nov 29 at 2.30	Milliner Nov 29 at 2.30 Bankruptcy bldge, Carey at
STANLEY, JAMES WILLIAM, Kingston upon Hull, Boiler		
Coverer Nov 29 at 11	Off Rec, Trinity House lane, Hull	
TATE, JAMES, Diptford, Devon, Butcher	Dec 5 at 10	10,
Athensbury ter, Plymouth		
WILLIAMSON, ARMSTRONG, Sunderland, Patent Medicine		
Vendor Nov 29 at 3	Off Rec, 25, John st, Sunderland	
WILLIAMS, THOMAS, Ruthin, Denbigh, Butcher	Nov 29 at 12	
The Priory, Wrexham		
WILLIAMS, THOMAS, Llanfihangel Rhedithon, Badnor,		
Farmer Dec 5 at 10	4, Corn sq, Leominster	
WILD, JOHN WILLIAM, Blackburn, Glass Dealer	Dec 11 at 1.30	
County Court House, Blackburn		

ADJUDICATIONS

EDUCATION.	
ALLENBY, SAMUEL, Burnley, Cabinet Maker	Burnley Pet Nov 19 Ord Nov 20
ATKIN, WALTER FRED, Uttox, Lincs, General Dealer	Gt Grimbsy Pet Nov 16 Ord Nov 16
BAINBRIDGE, JOHN DAVIDSON, Consett, Durham, Tailor	Newcastle on Tyne Pet Nov 8 Ord Nov 18
BASSINGTON, ARTHUR, Deal, Kent, Licensed Victualler	Canterbury Pet Nov 18 Ord Nov 19
BOBANUT, CHARLES KNIGHTON, Bristol, Commercial Traveller	Bristol Pet Nov 7 Ord Nov 18
BRAYSHAW, GEORGE ARMITAGE, Batley, Yorks, Butcher	Dewsbury Pet Nov 18 Ord Nov 18
CHILDS, PHILIP, Queen's rd, Dalton, Cabinet Maker	High Court Pet Nov 18 Ord Nov 18
COLSTOE, ARTHUR, Bristol, Tobacconist	Bristol Pet Nov 19 Ord Nov 19
CLAYES, CAMILLE, Jermyn st, St James's, Wine Merchant	High Court Pet Nov 15 Ord Nov 19
ENGLISH, ARTHUR W, Norfolk, Builder	Norwich Pet Nov 11 Ord Nov 19
FRANCE, JAMES, Salford, Lancs, Baker	Salford Pet Nov 16 Ord Nov 19
FROGGATT, ALFRED, Birmingham, Coaldealer	Birmingham Pet Nov 9 Ord Nov 19
GOLDSMID, ALFRED JOSEPH, Bath, Boot Dealer	Bath Pet Oct 9 Ord Nov 18
GREGORY, GEORGE, Laurence Pountney lane, Merchant	High Court Pet Nov 18 Ord Nov 18
HANCOCK, JOHN HOWARD, Cardiff, Pilot	Cardiff Pet Nov 16 Ord Nov 18
HILL, WILLIAM, Gt Grimbsy, Fisherman	Gt Grimbsy Pet Nov 18 Ord Nov 18
HOMES, JOSEPH, WILLIAM, Snelgrave, Chieveley, Berks	Father Newbury Pet Nov 11 Ord Nov 16
HUGO, FREDERICK, Bodmin, Cornwall, Hotel Keeper	Truro Pet Nov 16 Ord Nov 20
INGHAM, JESSE, Gt Grimbsy, Fish Merchant	Gt Grimbsy Pet Nov 15 Ord Nov 18
JONES, OWEN DAVID, Carnarvon, Draper	Bangor Pet Nov 19 Ord Nov 19
MERLINI, JAMES, Cardiff, Grocer	Cardiff Pet Oct 23 Ord Nov 18
MILLER, WILLIAM SPENCER, Blackpool, Joiner	Preston Pet Oct 30 Ord Nov 19
MOXEY, PETER, Lowestoft, Smackowner	Great Yarmouth Pet Nov 18 Ord Nov 13
OAKLEY, OLIVER JAMES, Atteborough, Nuneaton, Baker	Coventry Pet Nov 20 Ord Nov 20
PERKS, THOMAS, Birmingham, Brasscaster	Birmingham Pet Nov 19 Ord Nov 19
PERRY, WILLIAM, Weston super Mare	Wells Pet Nov 16 Ord Nov 18
PICKERING, ISAAC, Dalton in Furness, Boot Maker	Ulverston Pet Nov 18 Ord Nov 19
PRESTON, WILLIAM, DORSET news, Dorset square, Licensed Victualler	St Albans Pet Nov 13 Ord Nov 19
ROGERS, WILLIAM WILLIAMS, Swansace, Analytical Chemist	Swansea Pet Nov 19 Ord Nov 19
ROWLANDS, WILLIAM JOHN, Aberaman	Aberdare, Glam Pet Nov 15 Ord Nov 19

REES, JOHN, Maesteg, Glam, Grocer Cardiff Pet Nov 18 Ord Nov 18
 RICHARDSON, THOMAS, Bradford, Staff Warchusman Bradford Pet Nov 11 Ord Nov 20
 SMITH, SAMUEL, sen, and SAMUEL SMITH, jun, Queensville, Staffs, Haulier, Stafford Pet April 4 Ord April 10
 THOMAS, WILLIAM, Tenby, Pembroke, Plumber Pembroke Dock Pet Nov 18 Ord Nov 18
 WARD, JONATHAN, Sheffield, Provision Dealer Sheffield Pet Nov 18 Ord Nov 18
 WATERS, JAMES, Norfolk, Farmer Norwich Pet Nov 19 Ord Nov 20
 WHILKES, JOHN, Burton on Trent, Painter Burton on Trent Pet Nov 19 Ord Nov 19
 WIDDOWS, FRANK ARTHUR, and JOHN HOWARD, Swansea, Colliery Proprietors Liverpool Pet Aug 19 Ord Nov 20
 Amended Notice substituted for that published in the London Gazette of Nov. 8.
 HUMFREY, JAMES MARTIN, Lowestoft, Smackowner at Yarmouth Pet Nov 9 Ord Nov 4

London Gazette.—TUESDAY, NOV. 26.

RECEIVING ORDERS.

ATTERTON, TOM, Leighton Buzzard, Organ Builder Luton Pet Nov 21 Ord Nov 21
 BERRY, AARON, BERRY, WILLIAM, and BENJAMIN BERRY, Irlam, Lancs, Brickmakers Salford Pet Nov 21 Ord Nov 21
 BROMLEY, GEORGE, and JOHN FRANCIS INGRAM BROMLEY, Hougham, or Dover, Farmers Canterbury Pet Nov 23 Ord Nov 23
 CASSEL, H, Birmingham, Tailor Birmingham Pet Oct 31 Ord Nov 21
 CRISP, WILLIAM, Dudley, Worcestershire, Builder Dudley Pet Nov 21 Ord Nov 22
 DAVEN, WILLIAM HOOK, Chancery rd, Acton, Engineer Brentford Pet Nov 22 Ord Nov 22
 DAVIES, JOHN, Swansea, Shipsmith Swansea Pet Nov 12 Ord Nov 22
 FURBER, JOHN, Market Drayton, Painter Nantwich Pet Nov 11 Ord Nov 22
 GODLINGTON, WILLIAM HENRY, Stoke Newington rd, Manufacturer of Blinds High Court Pet Nov 5 Ord Nov 22
 HAINSWORTH, H W, Paper st, Redcross st, Manufacturer's Agent High Court Pet Nov 7 Ord Nov 22
 HOLLIK, ARTHUR, Birmingham, Builder Birmingham Pet Nov 21 Ord Nov 21
 KIRBY, JOSEPH, Leicester, Butcher Leicester Pet Nov 20 Ord Nov 21
 LAWES, WILLIAM, Moulton, Lincs, Wheelwright Peterborough Pet Nov 21 Ord Nov 23
 LEAKE, F I, & SONS, South Woodford, Portmanteau Makers High Court Pet Nov 4 Ord Nov 23
 LEATHERBARROW, JOHN, Darlington, Durham Stockton on Tees Pet Nov 20 Ord Nov 20
 LEWIS, MOSS, Spitalfields High Court Pet Nov 1 Ord Nov 23
 MEDHURST, JOHN THOMAS, Limehouse, Chain Cable Merchant High Court Pet Nov 22 Ord Nov 22
 MORNET, JOHN, Handsworth, Builder Birmingham Pet Nov 22 Ord Nov 22
 PAYTON, HENRY, Leeds, Watchmaker Leeds Pet Nov 22 Ord Nov 22
 PAYNE-GALLWEY, WYNDHAM HARRY, Ilkley, Yorks, Engineer Leeds Pet Nov 6 Ord Nov 22
 PENDLETON, JOSHUA, Walton, Lancs, Slater Liverpool Pet Nov 21 Ord Nov 21
 POWELL, DAVID, Aberdare, Glam, Licensed Victualler Aberdare Pet Nov 21 Ord Nov 21
 POWELL, RICHARD JAMES, Canon Pyon, Hereford, Farmer Hereford Pet Nov 20 Ord Nov 20
 ROBINSON, PETER, Warrington, Slaughterer Warrington Pet Nov 23 Ord Nov 23
 ROBINSON, WILLIAM DYSON, Tadcaster, Yorks, Sand Merchant York Pet Nov 21 Ord Nov 21
 ROOKES, THOMAS, Cheshire, Bookseller Aylesbury Pet Nov 23 Ord Nov 23
 SAMPSON, F J, Burghill rd, Sydenham, Gent Greenwich Pet Oct 29 Ord Oct 19
 SHORT, FREDERICK STEPHEN, Parkstone, Dorset, Architect Poole Pet Nov 20 Ord Nov 20
 SUMNER, JOHN, Digby, Lincs, Engine Driver Boston Pet Nov 23 Ord Nov 23
 SWAIN, THOMAS, Worsthorne, nr Burnley, Carter Burnley Pet Nov 22 Ord Nov 23
 TAYLOR, FRANCIS, Bournemouth, House Agent Poole Pet Nov 19 Ord Nov 19
 WELLS, TOM, St Leonard's on Sea Hastings Pet Nov 4 Ord Nov 21
 WHITEHEAD, GROSES, Minter st, Hoxton, Cabinet Maker High Court Pet Nov 6 Ord Nov 21
 WILLIAMS, RICHARD, BENJAMIN, Walditch, nr Bridport, Dorsetshire, Builder Dorchester Pet Nov 22 Ord Nov 22
 WILLIAMS, WILLIAM, CREWE, Nantwich Pet Nov 21 Ord Nov 21
 YANTIAN, JOSEPH, and JAMES MOLLISON, Baker st, Portman sq, Ladies' Tailors High Court Pet Nov 8 Ord Nov 21

FIRST MEETINGS.

BASFORD, HENRY THOMAS, and STEPHEN BASFORD, Southampton, Tailor Dec 4 at 3.15 Off Rec, 4, East st, Southampton
 BASFORD, ARTHUR, Deal, Kent, Licensed Victualler Dec 6 at 9.30 Off Rec, 73, Castle st, Canterbury
 BRAUNSTON, F W, Ipswich, Tarpaulin Manufacturer Ipswich Dec 12 at 11.30 Off Rec, 36, Princes st, Ipswich
 BONOR, JOSEPH, Birmingham, Fishmonger Dec 6 at 11.30 Colmores row, Birmingham

BURNS, CHARLES RICHARD, Reading, Ladies Outfitter Dec 3 at 3 Bankruptcy bldgs, Carey st

CASSEL, FREDERICK ARTHUR, Blackhorse rd, Deptford, Tar Distiller Dec 3 at 11.30 24, Railway app, London Bridge

CHILD, PHILIP, Queen's rd, Dalston, Cabinet Maker Dec 6 at 2.30 Bankruptcy bldgs, Carey st

COLSTON, ARTHUR, Bristol, Tobaccoconist Dec 4 at 12 Off Rec, Bank Chambers, Corn st, Bristol

CONWORTHE, EDMUND, Grangetown, Wales, Farmer Dec 11 at 3 Off Rec, 8, Albert rd, Middlesbrough

DAVIES, HENRY, Deepfields, Staffs, Royalty Master Dec 3 at 11 Off Rec, Dudley

DEATH, WILLIAM EPRAHIM, Leadenhall st, Engineer Dec 6 at 12 Bankruptcy bldgs, Carey st

DONNELLY, WILLIAM, Eleanor rd, Romford rd, Stratford, Civil Service Clerk Dec 4 at 11 Bankruptcy bldgs, Carey st

DYSON, ALFRED, EVANS, Aston, Birmingham, Plumber Dec 5 at 11 23, Colmores row, Birmingham

DYSON, ALFRED, Barnsley, Yorks, Monumental Mason Dec at 10.15 Off Rec, 3, Back Regent st, Barnsley

FERNA, PAUL, Fore st, Agent Dec 3 at 11 Bankruptcy bldgs, Carey st

FLETT, ALEXANDER, Aldersgate st, Dec 4 at 2.30 Bankruptcy bldgs, Carey st

FRANC, JAMES, Salford, Lancs, Baker Dec 4 at 3 Ogden's chmbs, Bridge st, Manchester

FROGATT, ALFRED, Birmingham, Coal Dealer Dec 6 at 12 23, Colmores row, Birmingham

GODDING, WILLIAM HENRY, Exeter, Building Contractor Dec 3 at 8 The Castle of Exeter, Exeter

GOODYER, DAVID JAMES, Leicester, Furniture Dealer Dec 3 at 13.30 Off Rec, 1, Burridge st, Leicester

GREGORY, GEORGE, Laurence Pountney lane, EC, Merchant Dec 4 at 12 Bankruptcy bldgs, Carey st

HARRISON, JOHN, Stockton on Tees, Coal Dealer Dec 4 at 3 Off Rec, 8, Albert rd, Middlesbrough

HARRISON, WILLIAM, Clitheroe, Lancs, Chemist Dec 11 at 2 County Ct house, Blackburn

HAWKINS, HENRY, Cardiff, Bookseller Dec 6 at 8 Off Rec, 29, Queen st, Cardiff

HILL, WILLIAM, Gt Grimby, Fisherman Dec 3 at 11 Off Rec, 15, Osborne st, Gt Grimby

HUGO, FREDERICK, Bodmin, Cornwall, Hotel Keeper Dec 3 at 12.30 Off Rec, Boscombe st, Truro

JONES, ROBERT, Liverpool, Commercial Clerk Dec 4 at 12 Off Rec, 35, Victoria st, Liverpool

MALCOLMSON, EDWARD, Stoughton Barracks, Guildford, Captain Dec 3 at 12.30 24, Railway app, London Bridge

MERLINS, JAMES, Cardiff, Grocer Dec 10 at 11 Off Rec, 29, Queen st, Cardiff

MUNDAY, EDWIN SHAW, Skegness, Tobaccoconist Dec 5 at 12 Off Rec, 48, High st, Boston

NELSON, JOHN, Workop, Fish Dealer Dec 4 at 2.30 Off Rec, Figgtree lane, Sheffield

NORRIS, JAMES MARSH, Stockton on Tees, Innkeeper Dec 4 at 3 Off Rec, 8, Albert rd, Middlesbrough

NORRIS, WILLIAM, King's Norton, Warks, Grocer Dec 4 at 11.30 Colmores row, Birmingham

NOTTON, SEBASTIAN, Aldersgate st, Pipe Manufacturer Dec 3 at 2.30 Bankruptcy bldgs, Carey st

PALMER, JOSEPH, Fontanaria rd, Clapham Common, Builder Dec 3 at 12 24, Railway app, London Bridge

PERRY, WILLIAM, Weston super Mare Dec 4 at 11.30 Off Rec Bank Chambers, Corn st, Bristol

PRESTON, WILLIAM, Dorset mews, Dorset sq, Licensed Victualler Dec 5 at 3 Off Rec, 25, Temple chmbs, Temple ave

RICHARDS, THOMAS, Treaharris, Glam, Colliery Timberman Dec 4 at 12 65, High st, Merthyr Tydfil

ROBINSON, WILLIAM DYSON, Boston, Sp, Yorks, Sand Merchant Dec 6 at 12.30 Off Rec, 36, Stonegate, Yorks

TATTON, THOMAS, Stoke upon Trent, Grocer Dec 3 at 11 Off Rec, Newcastle under Lyme

TAYLOR, FRANCIS, Pokesdown, Hants, House Agent Dec 3 at 12.30 Off Rec, Salisbury

USER, WILLIAM, JOHN, Manchester, Bristle Merchant Dec 4 at 2.30 Ogden's chmbs, Bridge st, Manchester

VAUGHAN, THOMAS, Baschurch, Salop, Farmer Dec 3 at 11.30 Off Rec, Shrewsbury

WARD, JONATHAN, Sheffield, Provision Dealer Dec 4 at 3 Off Rec, Figgtree in, Sheffield

WHILES, JOHN, Burton on Trent, Painter Dec 18 at 11.30 Midland Hotel, Station st, Burton on Trent

WILLIAMS, MARY, Llangollen, Denbighshire, Milliner Dec 3 at 12 Crypt chmbs, Eastgate row, Chester

WILLING, CHRISTOPHER THOMAS, Exmouth, Millwright Dec 6 at 12 Off Rec, 15, Bedford circus, Exeter

WILSON, THOMAS WILLIAM, Hellifield, Yorks Dec 5 at 11 Off Rec, 31, Manor row, Bradford

WILSON, HENRY, Whitmore, nr Newcastle, Farmer Dec 3 at 12 Off Rec, Newcastle under Lyme

ADJUDICATIONS.

AUSTIN, ERNEST STRATEON, and GEORGE TOWNSEND, Bucklersbury, Advertising Agents High Court Pet Oct 29 Ord Nov 21

BERRY, AARON, WILLIAM BERRY, and BENJAMIN BERRY, Irlam, Lancs, Brickmakers Salford Pet Nov 21 Ord Nov 21

BONSO, JOSEPH, Birmingham, Fishmonger Birmingham Pet Nov 6 Ord Nov 22

BROOKLEY, GEORGE, and JOHN FRANCIS INGRAM BROMLEY, Hougham, or Dover, Farmers Canterbury Pet Nov 22 Ord Nov 22

CASSEL, H, Birmingham, Tailor Birmingham Pet Oct 31 Ord Nov 22

CLARK, JOHN, Manchester, Solicitor Manchester Pet JUN 14 Ord Nov 21

CRISP, WILLIAM, Dudley, Worcs, Builder Dudley Pet Nov 21 Ord Nov 22

DE LELIVA, THEODORE ALEXANDRE, Piccadilly, Confectioner High Court Pet Aug 2 Ord Nov 21

DYSON, ALFRED, EVANS, Ashton, Birmingham, Plumber Birmingham Pet Nov 7 Ord Nov 22

FLETT, ALEXANDER, Aldersgate st, High Court Pet Oct 11 Ord Nov 21

GOLING, THOMAS WALLACE, Abchurch lane, Solicitor High Court Pet Sept 6 Ord Nov 20

GRUNDY, THOMAS, Ladywell rd, Lewisham, Builder Greenwich Pet Aug 20 Ord Oct 11

HESSE, MAX, Chorlton on Medlock, Merchant Manchester Pet Sept 5 Ord Nov 21

HILL, WILLIAM, Haughton, Staffs, Farmer Stafford Pet Oct 16 Ord Nov 21

HOLICK, ARTHUR, Birmingham, Builder Birmingham Pet Nov 21 Ord Nov 22

HORTON, WILLIAM THOMAS, Marquis grove, Canonsbury, Fetter High Court Pet Oct 11 Ord Nov 23

JONES, ROBERT, Liverpool, Commercial Clerk Liverpool Pet Nov 14 Ord Nov 23

KIRBY, JOSEPH, Leicester, Butcher Leicester Pet Nov 20 Ord Nov 21

LAWES, WILLIAM, Moulton, Wheelwright Peterborough Pet Nov 21 Ord Nov 23

LEATHERBARROW, JOHN, Darlington, Lessee of a Patent Stockton on Tees Pet Nov 30 Ord Nov 20

MORREY, JOHN, Handsworth, Builder Birmingham Pet Nov 22 Ord Nov 23

PATON, HENRY, Leeds, Watchmaker Leeds Pet Nov 21 Ord Nov 23

PENDLETON, JOSHUA, Walton, Lancs, Slater Liverpool Pet Nov 19 Ord Nov 21

POWELL, DAVID, Aberdare, Glam, Licensed Victualler Aberdare Pet Nov 21 Ord Nov 21

POWELL, RICHARD JAMES, Canon Pyon, Herefordshire, Farmer Hereford Pet Nov 20 Ord Nov 20

ROBINSON, PETER, Warrington, Lancs, Slaughterer Warrington Pet Nov 23 Ord Nov 23

ROBINSON, WILLIAM DYSON, Tadcaster, Yorks, Sand Merchant York Pet Nov 20 Ord Nov 21

ROWE, JOHN JOSEPH, Nottingham Nottingham Pet Nov 15 Ord Nov 15

SILVESTER, AGNES GRAHAM, Conduit st, Regent st, Court Milliner High Court Pet Nov 8 Ord Nov 20

SMASTON, JAMES GRAY, and JAMES WILLIAM, Minories, EC, Engineers High Court Pet Nov 4 Ord Nov 21

SUMNER, JOHN, Digby, Lincs, Engine Driver Boston Pet Nov 23 Ord Nov 23

WHITEHEAD, GEORGE, Hoxton, Cabinet Maker High Court Pet Nov 6 Ord Nov 23

WILLIAMS, MARY, Llangollen, Denbigh, Milliner Wrexham Pet Oct 31 Ord Nov 21

WILLIAMS, RICHARD BENJAMIN, Walditch, nr Bridport, Builder Dorchester Pet Nov 22 Ord Nov 22

WILLIAMS, WILLIAM, CREWE, Nantwich and Crewe Pet Nov 21 Ord Nov 21

WILLING, CHRISTOPHER THOMAS, Exmouth, Millwright Exeter Pet Nov 21 Ord Nov 21

WILSON, THOMAS WILLIAM, Hellifield, Yorks Dec 5 at 11 Off Rec, 31, Manor row, Bradford

WILSON, HENRY, Whitmore, nr Newcastle, Farmer Dec 3 at 12 Off Rec, Newcastle under Lyme

SALES OF ENSUING WEEK.

Dec. 3.—Messrs. J. A. LUMLEY & Co., at the Mart, at 2, Reversion to Shop and Residence, 13, Curzon-street, Mayfair, held for 852 years; Leasehold Investment of 16, Castelnau-gardens, Barnes (see advt., this week, p. 5).

Dec. 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2, Reversions, Policies, and Life Interests, &c. (see advt., this week, p. 6).

Dec. 5.—Mr. ALFRED RICHARDS, at the Mart, at 2, Barnet District Gas and Water Co. £5,800 of D Gas Stock (see advt., Nov. 23, p. 6).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

EDE AND SON,

ROBE



MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1680.

94, CHANCERY LANE, LONDON.

— Oct
itor
en-
ster
Pet
ham
ary,
pool
r 20
ugh
ent
Pet
r 22
ool
ller
ire,
ar-
er-
Joy
urt
es,
li
Pet
ley
op,
ent
ent
art
am
rt,
we
ht
rd

2,
t,
6,
t,
ee
et
ee
—
he
a
te
at
—
e
—
a